

Agent Sales Agreement

The following terms and conditions ("Conditions") shall apply to govern the relationship between the Company and the Operator.

1. Definitions and Interpretation

1. In these Conditions, the following words have the following meanings:

"2018 Regulations" means the Package Travel and Linked Travel Arrangements Regulations 2018 (and/or any equivalent legislation implementing Directive 2015/2302 EU in other EU jurisdictions, to the extent applicable);

"Additional Terms" means any further information terms in the Company's Portal or (if the Operator does not have access to this) those terms as provided to the Operator in writing from time to time;

"Booking(s)" means any bookings of Services made by the Operator under these Conditions;

"Brand" means the "Rabbie's" brand (and any related brands used by the Company in respect of Bookings);

"Client" means the client or customer of the Operator (and, where a Booking is made by the Operator in respect of that client or customer, means the travelling person(s));

"Portal" means any online portal or portals maintained by the Company from time to time and to which the Operator may have access for the purpose of obtaining further information on Bookings and/or booking certain Services;

"Product Information" means the trade brochure and other information regarding the Bookings and/or Services which is supplied in writing by the Company to the Operator;

"Special Conditions" means any bespoke terms agreed in writing between the Company and the Operator;

"Service(s)" means the travel elements that make up the Bookings, or any other holiday experiences and/or tourist products and other travel arrangements made available by the Company to the Operator under these Conditions from time to time.

"Bespoke Tours" Services which are packaged and tailored to one's requirements. These may include various elements such as transport, accommodation, meals, car/bus hire, and entrance to attractions, guided tours and/or other value added Services.

2. References to a person shall include a corporate or unincorporated body, and words in the singular shall include the plural and vice versa. Unless expressly stated otherwise, references to 'writing' and 'written' shall include email.

2. Relationship of Parties

1. By its acceptance of these Conditions, the Operator acknowledges and agrees that the contractual relationship between the Company and the Operator is one of Operator and customer and that there is no contractual relationship directly between the Company and the Clients. The Operator shall ensure that its dealings with Clients reflect this and shall compensate the Company for any losses, costs or claims

incurred by the Company due to the Operator's failure to do so. The Operator further agrees and accepts that it is the 'organiser' for the purposes of the 2018 Regulations.

2. These Conditions (together with Schedule 1) constitute the entire agreement between the Company and the Operator and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter and to the exclusion of any other terms that the Operator seeks to incorporate (or which are implied by trade, custom or course of dealing).

3. Operator's Responsibilities

1. The Operator will do nothing to prejudice the goodwill or commercial interests of the Company or the Brand, or which would bring the name or reputation of the Company or the Brand into disrepute.

2. The Operator will ensure that its obligations under these Conditions shall be performed by competent persons with appropriate levels of qualification and experience and with reasonable diligence, skill and care;

3. Unless otherwise agreed between the Company and the Operator, the Operator will not market or sell Services under the Brand but shall package Services as part of its own offering to Clients. If the Company and the Operator agree that Services should be sold by the Operator under the Brand then:

(i) the Operator shall ensure that unauthorised price reductions are not publicised or offered by the Operator without the Company's specific permission;

(ii) all sales literature and marketing materials (including websites) which display the Brand and/or the Company name shall portray the Company positively and shall be submitted to the Company for approval, at least 28 days prior to proposed publication (and the Company shall, in its discretion, be entitled to refuse consent to such publication and/or to make this conditional upon the incorporation of any changes suggested by the Company); and

(iii) the Operator shall comply with all applicable laws and regulations, codes of practice and any requirements of any regulatory, governmental or quasi-governmental body or agency regarding the marketing and sale of Services to its Clients (including, without limitation, the 2018 Regulations) and shall compensate the Company for any losses arising as a result of the Operator's failure to do so.

1. The Operator shall re-sell the Services to its customers as a principal as part of its own packages or otherwise as its own product and on its own terms and conditions of sale and this should be made clear to the Client. It is accepted by the Operator that in no circumstances shall the Company be a party to any contract with any of the Operator's customers nor does the Operator act as an agent on behalf of the Company or on behalf of the third party Operators and should not hold itself out as acting as an agent in any circumstances. Accordingly, The Company does not have any liability to any customer by virtue of any consumer legislation, including but not limited to 2018 Regulations.

2. The Operator accepts that it shall be directly responsible to its Clients for the provision and fulfilment of all contracts it has with the Clients and that all sales made by the Operator, whether as a package or otherwise, shall comply with all applicable consumer laws, regulations and codes of practice.

3. The Operator shall not, without the Company's written consent, make, advertise or give (through any medium) any representations or promises concerning the Services, beyond those contained in the Product Information.

7. Whilst the Company acknowledges that the Operator may sell and publicise Services via multiple sales and distribution channels, the Company may (for any reason, in its sole discretion) require the Operator to remove Services from, and/or to cease to use in relation to Services, any particular sales and distribution channel. The Operator confirms that it will comply with any such request made by the Company and will take all steps necessary to remove Services from the relevant channel and/or will cease to use the same in relation to Services (as applicable) unless and until otherwise agreed by the Company in writing.

8. The Operator shall keep the details of all rates and prices quoted or charged by the Company to the Operator for any Services strictly confidential and shall not disclose that information to its Clients or to any third party.

9. The Operator shall:

- (i) nominate an administrative user who shall be responsible for administering the logins and passwords used by the Operator (or its representatives) in respect of the Portal;
- (ii) take adequate security measures to safeguard the security of all such logins and passwords and to protect against any person gaining unauthorized access thereto; and
- (iii) be responsible for ensuring that any administrative users are removed from the system and are no longer able to access the Portal in the event of them ceasing to be engaged by the Operator.

10. If the Company's performance of its obligations under these Conditions is prevented or delayed by any act or omission of the Operator, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, the Company shall be allowed an extension of time to perform its obligations equal to the delay caused by the Operator.

11. The Operator acknowledges that the Company sells the Services to different clients, including but not limited to, tour operators, travel agents, group operators and consumers, on a non-exclusive basis and nothing in these Conditions confers or is intended to confer any kind of exclusivity arrangement with the Operator.

4. Company's Responsibilities

1. The Company shall provide the Product Information to the Operator, together with such further information regarding the Services as the Operator may reasonably require to enable it to comply with the information requirements of the 2018 Regulations.

2. The Company reserves the right to correct any errors and will make reasonable efforts to inform the Operator of any changes as soon as possible.

3. The Company will advise the Operator on an ongoing basis of close out dates in respect of the Services, during which there will be no departures. The Company reserves the right to add additional close out dates as and when required, and will notify these to the Operator as soon as reasonably possible thereafter.

5. - Booking Process

1. All Bookings should be made in writing either by email to the Company or through an application of the client booking system (e.g. API connection) or the "Rabbie's" agent operator online booking system or by telephone. Any quotation given by the Company shall not constitute an offer. A Booking is not confirmed (and therefore no contract is formed) until the Operator has received written confirmation

thereof from the Company. The Company reserves the right to charge a deposit in respect of any potential Booking.

2. If the Operator has the benefit of freesale, the relevant cut-off dates will be advised by the Company, either by email to the Operator or through the Company's Portal.

6. Payment and Charges

1. If the Company has agreed to grant credit terms to the Operator, a reasonable credit level will be set by the Company. Once this level has been reached, payment will be requested. The Company is entitled, in its discretion, to withdraw credit facilities at any time upon giving 14 days written notice to the Operator.

2. Where credit terms are granted, Bookings will (subject to availability) be confirmed by the Company as soon as possible upon receipt of a booking request. The Company will send to the Operator an invoice at the end of each month and (if applicable) a report on the Bookings departed during that month. Each invoice should be paid by the Operator in full within 30 days of its date. Any queries regarding invoices should be addressed to accounts@rabbies.com within a week of receipt. In respect of Bespoke Tours, a deposit (typically 20%) will be required 3 months prior to departure, the remaining payment will be invoiced at the end of each month, post departure.

3. If credit terms are not granted (or are withdrawn) the Company will (upon receipt of a booking request) send an invoice to the Operator. Payment in full should be made at least 6 weeks before the Booking departure date. Bookings shall not be confirmed until payment in full has been received from the Operator. The Company shall have no liability for any failure of the Operator to make payment in sufficient time. In respect of Bespoke Tours, a deposit (typically 20%) will be required at the time of Booking. Full payment is required 3 months prior to departure.

4. Where Services include the provision of any goods or services by a third party Operator, the Company reserves the right (regardless of whether or not credit terms have been granted) to require immediate settlement of any sums which are payable to or in respect of such third party Operator. For the avoidance of doubt, the provision of such goods or services are made subject to the terms and conditions of such third party Operator(s).

5. All payments due by the Operator should be paid in full (without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law made by cheque, credit card or by bank transfer to the bank account notified by the Company to the Operator from time to time). Bank charges shall be paid in full by the Operator and the Company reserves the right to invoice the Operator, annually, for any unpaid banking charges.

6. In respect of Bespoke Tours, all prices are net trade prices and are calculated per Bespoke Tours or on the basis of a minimum number of passengers. If the number of passengers increases or decreases after the Company has quoted a price for the Booking, the Company may alter the price to reflect the revised numbers.

7. The Company reserves the right to make adjustments to the agreed prices of any Bespoke Tours Booking including but not limited to currency and exchange rates fluctuations; changes in transportation costs, including the cost of fuel; changes to tax rates, dues or other fees such as landing taxes or embarkations or disembarkation fees at ports and airports; and Operator price increases. If the increase is greater than 8% of the quoted price, the Operator may cancel the Booking within 7 days of notification of the increase and the Company shall provide a full refund.

8. The Company shall have right to charge the Operator interest on any outstanding sum due under these Conditions from the date on which such sum was due until actual payment at the rate of 4 per cent per annum above the base rate of Barclays Bank PLC prevailing on the due date of payment. The Operator shall pay the interest together with the overdue amount.

9. All quoted prices include VAT at the current rate, where applicable. Should the VAT rate or VAT treatment alter, then the Company reserves the right to adjust its quoted prices accordingly.

7. Intellectual Property

1. The Company grants the Operator a non-exclusive, world-wide license for the term of these Conditions to reproduce (and re-size where necessary) all intellectual property rights in the Brand, the Product Information and any other intellectual property used in relation to the Services (and all associated goodwill) provided to the Operator by the Company for the purposes of re-selling the Services to its Clients. The license granted by this Clause is non-assignable; personal to the Operator and cannot be sub-licensed.

2. The Operator acknowledges that all intellectual property rights in the Brand, the Product Information and any other intellectual property used in relation to the Services (and all associated goodwill) are the sole property of the Company and that it is only permitted to use the same in accordance with the license granted in clause 7.1 above and/or otherwise to the extent specifically authorised by the Company in writing.

3. Without prejudice to Condition 7.1, the Operator acknowledges that all resources, graphics, logos and imagery used on the Portal, on the Company's website and in its marketing materials, is the property of the Company and shall be used by the Operator only in accordance with the license granted in clause 7.2 above and for no other purpose unless specifically authorised by the Company in writing.

8. Changes

1. While the Company does everything reasonably possible to provide the Services as planned, it reserves the right to alter itineraries, transport, attractions or accommodation if required to do so. The majority of such changes will be minor and the Company will endeavour to advise the Operator of them at the earliest opportunity. If the Company is required to significantly alter a material part of any Service for which a Booking has been confirmed (other than as set out in Condition 8.2 below) the Company will advise the Operator of this as soon as possible.

2. The Company reserves the right to substitute itineraries, accommodation or attractions if necessary as a result of circumstances outside the control of the Company or its Operator(s). In that event, the Company will endeavour to ensure (so far as possible) that the locations visited, the excursions taken and the accommodation offered are similar to those originally planned and no refund or compensation will be due to the Operator.

3. If the Operator wishes to change any part of a confirmed Booking, the Operator should notify the Company of this as soon as possible, in writing. Changes to confirmed Bookings may not be possible and the Company is under no obligation to agree to any requested change. If the Company is unable to meet the Operator's request and the Operator does not wish to retain the original Booking, then the Company reserves the right to treat this as a cancellation (in respect of which cancellation charges may be payable, as set out in these Conditions).

4. Where the Company can accommodate a change request, any changes may be subject to an administration fee (as advised by the Company). The Operator may also be required to meet any extra costs incurred by the Company (or incurred or imposed by the Company's Operators) in making the change. A change is not confirmed until full payment of all applicable charges has been received from the Operator.

9. Cancellation

1. The Company will only cancel any Services due to:

- (a) circumstances outside its control or which might jeopardise the safety of its passengers, in which event a full refund will be payable by the Company to the Operator; or
- (b) the Operator has failed to make payment by the applicable due date

2. If the Operator wishes to cancel a confirmed Booking, the Operator should inform the Company of this in writing, as soon as possible. The effective date of cancellation will be the date upon which the Company receives such written notification. In the event of cancellation by the Operator, cancellation charges will be payable, as set out in these Conditions.

3. The Company reserves the right to refuse to carry any Client whose conduct or manner is likely to cause offence or upset to other passengers. The Company also reserves the right to refuse travel to any Client experiencing medical symptoms likely to cause ill health to others. In such circumstances, full cancellation charges shall be applied by the Company and the Company shall have no liability as a result thereof.

4. Subject to clause 9.1 above, if the Services, or any part thereof, cannot be provided by the Company it shall notify the Operator as soon as reasonably possible and comply with the Operator's reasonable instructions concerning alternative services. Unless otherwise advised by the Operator, the Company shall provide alternative services to the Operator of at least equal standards with similar services, facilities and location. If the alternative services are not deemed acceptable by the Operator, the Operator shall be entitled to cancel the Services and receive a full refund of all monies paid relating to the Services in question.

10. Other Operators/Exclusion and Limitation of Liability

1. The Operator acknowledges and agrees that: (i) certain Services may be provided by independent third party Operators, upon their own terms and conditions; and (ii) the Company may subcontract the provision of Services, where appropriate. The Company cannot be responsible for any actions of third party Operators and/or for costs incurred for travel arrangements purchased separately from the Company. Tickets for travel on other carriers are subject to the normal terms and conditions of the individual carrier.

2. Nothing in these Conditions shall exclude or limit the Company's liability for: (i) death or personal injury caused by its negligence (or the negligence of those for whom it is responsible at law); (ii) fraud or fraudulent misrepresentation; and/or (iii) any other matter the liability for which cannot be excluded or limited by law.

3. Subject to Condition 10.2: (i) the Company excludes any liability for any acts or omissions (negligent or otherwise) of any third party Operator, sub-contractor or other person providing products or services in connection with any Services unless such person is employed by or under the direct control of the

Company; (ii) the Company shall not be liable to the Operator (whether under contract, breach of duty or otherwise) for any loss of profit, or any indirect or consequential loss; and (iii) the Company's total liability to the Operator in respect of all other losses arising under or pursuant to these Conditions (whether under contract, breach of duty or otherwise) shall not exceed the price paid by the Operator for the relevant Services in respect of which the liability arises.

4. The Company shall have no liability to the Operator for any missed departures or unused services.

5. Rabbie's Services that include Rail Travel

(a) In the case of delayed or cancelled train services: If your Client's train is delayed by more than 15 minutes, or is cancelled, please advise them to contact Rabbie's and we will provide assistance in arranging public transport alternatives. Depending on the specific circumstances and availability of transport options, their itinerary may be rearranged to bring them to an alternative meeting point. In this case, or if alternative transport cannot be arranged, the Company will provide compensation for any missed Services.

(b) Missed Departures: We are not liable for compensation due to missed train departures. Your Client should be advised to contact Rabbie's for assistance in this case.

(c) Ticket Collection: Please note, once your Client's train ticket has been collected, it is non-amendable and non-refundable unless the service is cancelled or delayed. We recommend that your Clients arrive 45 minutes prior to departure to allow enough time to collect their tickets and locate their platform. Please refer to rail Operator Terms and Conditions and for further train service details see rail Operator T&Cs.

11. Special Requirements

1. Any special requests should be advised at the time of Booking. Whilst the Company will try to accommodate reasonable requests, the Company cannot guarantee that they will be fulfilled and failure to meet any request will not constitute a breach by the Company. Where appropriate, the Company will pass special requests to the relevant accommodation provider or other Operator, but the Company is not responsible for their failure to meet the request. Additional charges may be made by the relevant Operator.

2. Although the Company tries to accommodate disabilities and medical problems where possible, many Services may not be suitable for disabled or medically impaired passengers. The Operator should provide the Company with full details of any Client's disabilities or medical problems when making a Booking enquiry. If the Company is unable to accommodate the Client then the Company will not confirm the Booking.

12. Complaints

1. If a Client notifies the Operator that it is dissatisfied with any aspect of the Services, the Operator should notify the Company of this as soon as possible (and in any event within 14 days of the departure date). Where possible, all such issues or problems should also be raised directly with the third party Operator at the time of arising, to enable investigations to take place and remedies (where possible/appropriate) to be implemented.

2. The Company will not correspond directly with any Client save that, if a Client raises a complaint with the Company during the Booking, the Company will endeavour to investigate on how to deal with this and will promptly notify the Operator, with a view to agreeing how to proceed.
3. The Operator acknowledges and accepts that the Company is under no obligation to honour any compensation already proposed or granted by the Operator to its Client.
4. The Company cannot accept liability for any complaint not raised within such 14 day period and the Operator should advise the Client of this accordingly.

13. Termination and Consequences of Termination

1. The Company may terminate these Conditions immediately on written notice if the Operator fails to make any undisputed payments in full to the Company, when due under these Conditions and the Operator has failed to remedy this non-payment within a period of 30 days.
2. The Company may terminate these Conditions immediately on written notice to the Operator if:
 - (d) the Operator becomes bankrupt, or insolvent, or unable or unwilling to pay its valid debts as they fall due, or suspends or ceases or threatens to suspend or to cease to carry on its business, or if the other Party has a receiver or liquidator appointed.
 - (e) the Operator commits a material breach of any provision of these Conditions which is not remediable or, if remediable, is not remedied within thirty (30) days of receiving written notice specifying the breach and requiring it to be remedied.
3. In the event of termination of the business relationship between the Company and the Operator:
 - (a) all sums owed by either party to the other shall be immediately due and payable;
 - (b) both the Company and the Operator shall continue to honour any Bookings confirmed prior to the date of termination, provided that full payment is received by the Company (which Bookings will be performed on the basis of these Conditions); and
 - (c) all rights granted to the Operator to use the Brand and/or any other intellectual property of the Company shall immediately terminate.

14. Data Protection

14. The parties agree to comply with the data processing clauses at Schedule 1, which is hereby incorporated into these Conditions.

15. Force Majeure

1. Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:
 - (a) acts of God, flood, drought, earthquake or other natural disaster;
 - (b) epidemic or pandemic;

- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident; and
- (g) any labour or trade dispute, strikes, industrial action or lockouts;
- (h) non-performance by suppliers or subcontractors; and
- (i) interruption or failure of utility service.

2. Provided it has complied with Clause 16.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

3. The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

4. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 28 days, the party not affected by the Force Majeure Event may terminate this agreement by giving 28 days' written notice to the Affected Party.

17. Confidentiality

1. Each party undertakes to the other that during the term of these Conditions and thereafter it shall not:

- (a) disclose to any person any confidential information to a third party, except as permitted by Condition 16.2; or
- (b) use the other's confidential information for any purpose other than to carry out its obligations under these Conditions.

2. The obligations of confidentiality in this clause 17 shall not extend to any information or matter which either party can show:

- (a) is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under these Conditions;
- (b) was in its written records prior to the Commencement Date;
- (c) was independently disclosed to it by a third party entitled to disclose the same; or

- (d) is required to be disclosed under any applicable law or any regulatory authority, or by order of a court or governmental body or other authority of competent jurisdiction.

3. Without prejudice to any other rights or remedies of the disclosing party, the recipient party acknowledges and agrees that damages may not be an adequate remedy for any breach by it of the provisions of these Conditions and that the disclosing party may be entitled to seek the remedies of injunction, specific performance and other equitable relief from a court of competent jurisdiction for any threatened or actual breach of any such provision by the recipient party, and no proof of special damages shall be necessary for the enforcement of the rights under these Conditions.

4. For the purposes of these Conditions "Confidential Information" means all and any commercial, financial, marketing, technical or other information, know-how or trade secrets in any form or medium belonging to or disclosed by one of the parties to these Conditions or obtained under or in connection with these Conditions (whether disclosed or obtained before or after the date of these agreed Conditions), together with any copies, summaries of, or extracts from, such information in any form or medium or any part(s) of this information and which is designated as confidential or which is manifestly confidential.

18. Notices

1. Any notice or other communication given to a party under or in connection with these Conditions shall be in writing and shall be:

- (a) (i) delivered by hand, or by prepaid first class post, or other working day recorded delivery or registered air mail to the registered office (or principal place of business if not a company) of the relevant party (or such other address as is notified by the relevant party to the other); or
- (b) (ii) sent by email to the email address provided by the other party for such purpose (provided that the subject heading of the email identifies the contents as a notice under these Conditions).

2. A notice or communication is deemed to have been received:

- (a) if delivered by hand of a delivery receipt; and,
- (b) in the case of pre-paid first class post or recorded delivery, at 9a.m. on the second business day after posting;
- (c) in the case of registered airmail, at 9a.m. on the fifth business day after posting; or
- (d) in the case of email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume (provided that no delivery failure or error message is received by the sender). In this clause 18.2(d) business hours means 9:00am to 5:00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

2. This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution

19. General

1. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Conditions.

2. No variation of these Conditions shall be effective unless it is in writing and signed by the Company.

3. A waiver of any right or remedy under these Conditions or by law is only effective if it is in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under these Conditions or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Conditions or by law shall prevent or restrict the further exercise of that or any other right or remedy.

4. A person who is not a party to these Conditions shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions but this shall not affect any right or remedy of a third party which exists or is available apart from that Act.

5. If any provision (or part of a provision) of these Conditions is found to be invalid, unenforceable or illegal, the other provisions shall remain in force. Further, if there is an inconsistency between any of the provisions of these Conditions and the provisions of Schedule 1, the provisions of these Conditions shall prevail.

6. Nothing in these Conditions is intended to, or shall be deemed to establish any partnership or joint venture between the parties nor constitute either party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

8. If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Conditions.

9. If any provision or part-provision of these Conditions is deemed deleted under Clause 19.8 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

10. These Conditions are personal to the Operator and the Operator shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under these Conditions.

11. The Company may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under these Conditions, provided that the Company gives prior written notice of such dealing to the Operator.

12. These Conditions shall be governed by and construed in accordance with Scots law and the parties submit to the exclusive jurisdiction of the Scottish Courts.

SCHEDULE 1**DATA PROCESSING CLAUSES****DEFINITIONS:**

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

1. GENERAL

- 1.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Schedule 1 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 1.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Operator is the Data Controller and the Company is the Data Processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation). Annex 1 sets out the scope, nature and purpose of processing by the Company, the duration of the processing and the types of Personal Data and categories of Data Subject (where Personal Data and Data Subject have the meanings as defined in the Data Protection Legislation).
- 1.3 The Company shall, in relation to any Personal Data processed in connection with the performance by the Company of its obligations under these Conditions, process that Personal Data only for the purposes of providing the Services and complying with its obligations under these Conditions.

2. SUB-PROCESSORS

- 2.1 Other than any agent, subcontractor other third party ("Sub-Processor") the Company has already appointed, the Company may only authorise a Sub-Processor to process the Personal Data if the Operator is provided with an opportunity to object to the appointment within 3 working days after the Company supplies the Operator with full details in writing regarding the Sub-Processor and the Company enters into a written agreement with the Sub-Processor incorporating terms which are substantially similar to those set out in this Schedule 1.
- 2.2 As between the Operator and the Company, the Company shall remain fully liable for all acts or omissions of any Sub-Processor appointed by it pursuant to this clause 2.

3. TECHNICAL & ORGANISATIONAL MEASURES

- 3.1 The Company shall, in relation to any Personal Data processed in connection with the performance by the Company of its obligations under the Agreement ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data.
- 3.2 Those measures may include, where appropriate:
 - (a) pseudonymising and encrypting Personal Data;

- (b) ensuring confidentiality, integrity, availability and resilience of its systems and services;
- (c) ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident; and

3.3 regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it. The Company shall provide to the Operator at any time on request a detailed written description of such technical and organisational measures in place.

4. COMPANY PERSONNEL & SUB-PROCESSORS

4.1 The Company shall ensure that access to Personal Data is limited to its personnel and authorised Sub-Processors who need access to it to supply the Services, and that all personnel and authorised Sub-Processors are:

- a) informed of the confidential nature of the Personal Data and that they must not disclose the Personal Data;
- b) are subject to an enforceable obligation of confidence with regards to the Personal Data; and
- c) are assessed by the Company or authorised Sub-Processor prior to any processing of the Personal Data to ensure their reliability, and that they receive training on data protection matters.

4.2 As between the Operator and the Company, the Company shall remain fully liable for all acts or omissions of any personnel and authorised Sub-Processors.

5. TRANSFER OF DATA OUTSIDE THE UK

5.1 The Company may only process, or permit the processing, of Personal Data outside the UK under the following conditions:

- a. the Company is processing Personal Data in a territory which is subject to adequacy regulations under the Data Protection Legislation that the territory provides adequate protection for the privacy rights of individuals. The Company must identify in Annex 1 the territory that is subject to such an adequacy finding; or
- b. the Company participates in a valid cross-border transfer mechanism under the Data Protection Legislation, so that the Company (and, where appropriate, the Operator) can ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals as required by Article 46 of the UK GDPR. The Company must identify in Annex 1 the transfer mechanism that enables the parties to comply with these cross-border data transfer provisions and the Company must immediately inform the Operator of any change to that status; or
- c. the transfer otherwise complies with the Data Protection Legislation for the reasons set out in Annex 1.

6. DESTRUCTION OF PERSONAL DATA

6.1 The Company shall on request at any time and on the expiry or termination of the Agreement, (at no cost to the Operator) at the Operator's option either return all of the Personal Data, and copies of it in such format as the Operator may require or securely dispose of the Personal Data, except to the extent that any applicable law requires the Company to store such Personal Data and the Company has promptly demonstrated their legal requirements to the Operator.

7. NOTIFICATION OBLIGATIONS

- 7.1 The Company shall, as soon as reasonably possible, fully notify the Operator in writing if any Personal Data has been disclosed in breach of this Schedule or if it is lost, becomes corrupted, is damaged or is deleted in error.
- (a) The Company shall notify the Operator immediately if it suspects or becomes aware of any actual, threatened or potential breach of security of Personal Data and any personal data breach (as defined in Data Protection Legislation) and shall ensure all such notices include full and complete details relating to such breach.

8. ASSISTANCE TO OPERATOR

- 8.1 The Company shall promptly provide such information and assistance as the Operator may require in relation to any request from or on behalf of any Data Subject for access, rectification or erasure of their Personal Data, or any complaint, objection to processing, or other correspondence. In no event shall the Company respond directly to any such request, complaint or correspondence without the Operator's prior written consent unless and to the extent required by law.
- 8.2 The Company shall, on demand, provide the Operator and the Information Commissioner (and/or their authorised representatives) with all reasonable co-operation, access and assistance in relation to each audit.
- 8.3 In the Company's reasonable opinion, to the extent that it believes that any instruction received by it is likely to infringe the Data Protection Legislation or any other applicable law, the Company shall promptly inform the Operator.

9. INDEMNITY

- 9.1 Both parties shall indemnify the other party against: (i) all losses, claims, damages, liabilities, fines, interest, penalties, costs, charges, expenses, demands and legal and other professional costs (calculated on a full indemnity basis) arising out of or in connection with any breach by the breaching party and/or any Sub-Processor (as applicable) of this Schedule 1 including where the breach then places the other party in breach or subject to regulatory action, which the parties agree is foreseeable and a direct loss; and (ii) all amounts paid or payable by a party to a third party which would not have been paid or payable if the breach of this Schedule 1 had not occurred.

10. CERTIFICATION SCHEME

- 10.1 Either party may, at any time on not less than 30 days' notice, revise this Schedule 1 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

ANNEX 1

Description of Processing

The processing of personal data is as follows (*provide a description of the subject matter and nature of the processing, including any systems used to store and process personal data, obligations of the Company and any rights of the Operator in regards to the personal data*):

- The Operator is a tour operator and provider of holidays to customers in the UK and worldwide.
- The Company is a supplier of travel arrangements needed for the provision of the holiday to the Customer.

Data subjects

The personal data concern the following categories of data subjects (please specify):

- Customers;

Purposes of the processing

The processing is necessary for the following purposes (please specify):

- For the delivery of the holiday (provision (where applicable) of accommodation, food, excursions, transport etc.)

Categories of data

The personal data processed fall within the following categories of data (please specify):

- Customer name, address, date of birth, gender;
- Passport details (if/where applicable)
- Travel insurance provider (if/where applicable)

Sensitive data (if appropriate)

The personal data processed fall within the following categories of sensitive data (please specify):

- Dietary requirements (if/where applicable)
- Medical requirements/health conditions (if/where applicable).

Instructions with regards to the processing of personal data:

The Company shall process the Personal Data only in accordance with the instructions of the Operator.