

BOOKING AGENCY AGREEMENT

These terms form the Booking Agency Agreement (“Agreement”) between:

1. _____ registered in England and Wales with company number is _____ and whose registered address is _____ (“the Supplier/Principal”) and

2. Travel & Trade Worldwide Ltd T/A Check-in-London & Check-in-Apartments, registered in England and Wales with company number 06951276 and whose registered address is 37 West Kensington Court, West Cromwell Road, London W14 9AA United Kingdom (“the Agent”)

PRELIMINARY STATEMENTS AND APPOINTMENT

(A) The Supplier/Principal provides serviced apartments, hotels and other accommodation.

(B) Travel & Trade Worldwide Ltd acts as a booking agent for hoteliers and other accommodation providers and markets and promotes serviced apartments, hotels and other accommodation.

(C) The Supplier/Principal wishes to appoint, and Travel & Trade Worldwide Ltd agrees to act as the Supplier’s agent for marketing, promotion and booking of Accommodation for and on behalf of the Supplier/Principal via the Agent’s Websites.

1. DEFINITIONS

- 1.1. **“Accommodation”** means the serviced apartments, hotels or other accommodation which the Supplier will make available for the Agent to book on its behalf from time to time.
- 1.2. **“Booking process”**
All Offline Bookings (Telephone and Email enquiries) and “On Request” Bookings will be confirmed in writing by the Agent via email with billing instructions, Guest’s details and special requests. All “Live Availability” Bookings will be confirmed electronically as well as in writing by the Agent via email with billing instructions, Guest’s details and special requests. Any supporting documentation (ID copies, etc) must be requested by the Supplier/Principal and will also be provided by the Agent from the Guest at the time of booking confirmation. Specific arrival instructions (e.g. key collection, key codes) must be sent to the Agent, who will inform the Guest accordingly.
Any cancellations and amendments requests from the Guest will be confirmed by telephone/email by the Agent with Supplier/Principal as per the policies provided at the time of booking confirmation. The Principal/Supplier shall provide the Agent with a full set of all applicable booking procedures and cancellation policies in effect as at the Commencement Date, and inform the Agent immediately of any changes at info@check-in-london.com, which are hereby incorporated into these Terms.
- 1.3. **“Commencement Date”** is _____
- 1.4. **“Commission”** is the commission payable by the Supplier/Principal to the Agent based on application of the Commission Rate.
- 1.5. **“Commission Rate”** is the agreed rate of **15 % plus VAT** at the rate prevailing of the total accommodation net rate charged to the Guest for each Guest stay at the date of invoice.
- 1.6. **“Commission Payment Terms”**
The Agent will collect payment for the total Accommodation from the Guest on behalf of the Supplier/ Principal then deduct the Commission properly due from the Accommodation payment made to the Supplier/Principal. The

Supplier/Principal will receive payment from The Agent in line with the agreed credit terms in case no credit agreement exists then payment will be made as per the standard booking terms. The Agent shall provide a valid VAT invoice to the Supplier/ Principal for the Commission payment received at the same time as payment for the Accommodation is made. The billing instructions provided to the Guest by the Agent on behalf of the Supplier/Principal will include payment details for particulars such as security deposits or incidentals.

- 1.7. **“Guest”** means the Supplier’s customers who will be guests at the Accommodation or from whom the Agent takes Accommodation bookings on behalf of the Supplier;
- 1.8. **“Websites”** are all Travel websites operated by Travel & Trade Worldwide Ltd including www.Check-in-London.com and www.Checkinapartments.com
- 1.9. **“Technology Providers”** means a subcontractor providing technical services such as payment processors, channel managers, booking technology providers. The most updated list can be viewed in our “Privacy Policy”.

2. TERM

- 2.1. This Agreement will take effect from the Commencement Date and will continue in effect until it expires or is terminated in accordance with clause 13.

3. AGREEMENT SCOPE

- 3.1. The Supplier/Principal appoints the Agent as its agent to promote, market and take Accommodation bookings and payments from Guests on its behalf. All Accommodation is sold by the Supplier/Principal as principal in the contract with the Guest.
- 3.2. This Agreement shall apply to all Accommodation bookings which the Agent makes on behalf of the Supplier/Principal and all marketing and other services provided by the Agent on behalf of the Supplier/Principal.
- 3.3. This Agreement is the primary statement of terms agreed between the Parties regarding its subject matter.
- 3.4. No change to this Agreement or contract term between the parties whether or not in this document will be binding unless agreed in writing by both Parties.

4. ACCOMMODATION BOOKING

- 4.1. The Supplier/Principal shall ensure that the Accommodation is made available to Guests in accordance with the booking made by the Agent and confirmed by the Supplier/Principal.
- 4.2. Accommodation bookings made “offline” or “on request” will be dealt with and confirmed in writing by email by the Agent contacting the Supplier/Principal on an individual basis.
- 4.3. Accommodation bookings made directly on the website through “live availability” booking channels (already established between the Supplier and Agent) will be instantly confirmed online however they will be subject to the Agent processing the payment as per the Supplier terms and confirming this in writing by email to the Supplier.
- 4.4. All bookings shall be binding on the Supplier/Principal and the Supplier/Principal shall honour the same from the time of receipt of email confirmation from the Agent.
- 4.5. The Agent operates booking systems through third party technology partners including hotel extranets that enables channel manager connectivity, rate and availability updates and access to guest information. Where applicable, secure log in details will be provided to the Supplier/ Principal for nominated staff access.
- 4.6. If the Supplier/Principal double books the Accommodation or if the Accommodation is not available to the Guest for any other reason after the Agent has confirmed the booking the Supplier/Principal shall offer alternative appropriate

accommodation to the Guest's reasonable satisfaction. The Supplier/Principal shall pay all additional costs incurred as a result of Guest re-accommodation, both to the Agent and/or the Guest as required.

- 4.7. Subject to Clauses 4.8 and 8.1 the Agent will notify Guests on the Websites that a charge may be imposed by the Supplier/Principal and that any cancellation is subject to the Supplier/Principal's own policy and accordingly in all its dealings, the Agent acts as agent only.
- 4.8. The Supplier/Principal shall be responsible for making clear to the Guest any terms and conditions which may apply to the Accommodation within seven days of a booking wherever possible (and by no later than check in of the Guest) including but not limited to the fact that incidental charges incurred during a Guest's stay shall be the sole responsibility of the Guest.
- 4.9. The Supplier/Principal shall provide to the Agent all information which could reasonably be expected to affect the Guest booking including but not limited to details of any Accommodation refurbishment or other construction works, any minimum age requirements and any change in ownership or management of the Accommodation and the Agent reserves the right to include all such information on the Websites.
- 4.10. The Agent shall promptly refer to the Supplier/Principal all Guest or other complaints relating to the service or Accommodation provided by the Supplier/Principal. The Supplier/Principal shall acknowledge all complaints and respond to the complainant within 48 (forty-eight) hours of receipt of a complaint (whether that complaint has come directly from the Guest or from the Agent). The Supplier/Principal shall use best efforts to resolve the matter within 14 (fourteen) days of receipt of the complaint.
- 4.11. The Supplier/Principal shall notify the Agent in writing of any correspondence relating to the complaint. For the avoidance of doubt the Agent shall not be a formal party to any complaints or disputes of the nature described in clause 4.10 and the Supplier/Principal shall indemnify the Agent against any reasonably foreseeable liability arising from any such complaint or dispute subject always to the terms of the provisos set out in clause 11.3 of this agreement.

5. ACCOMMODATION PAYMENT

- 5.1. The Agent is responsible for the collection of all Accommodation payments, security deposits and incidentals such as extra beds (where requested by the Supplier/Principal in advance) due to the Principal from any Guest.
- 5.2. If the Agent is unable to collect the balance payment from a Guest by any relevant due date, the Agent shall notify the Principal whereupon the Principal reserves the right to treat that booking as cancelled and issue a cancellation invoice.
- 5.3. All monies received by the Agent from any Guest for any Accommodation will be held by the Agent on express trust for the Principal at all times.
- 5.4. The Agent shall pay all monies received from Guests to the Principal immediately upon receipt, or as otherwise agreed between the parties in writing.
- 5.5. The Agent will inform the Principal of any changes that occur in the Agent's VAT registration number or liability to register or de-register for VAT. The Agent is entitled, where applicable, to add VAT to its commission provided a proper VAT invoice is delivered to the Principal or such other procedure as may be agreed with the Principal is complied with.

6. RATES & SPECIAL OFFERS

- 6.1. The Supplier/Principal warrants that prices and rates which it provides to the Agent shall at all times be on par with rates

which it otherwise makes available and the Supplier/Principal shall accordingly provide its best available rates to the Agent.

- 6.2. The Supplier/Principal shall provide in good time up to date copies of price lists (which will include VAT, service, the Commission and utilities where applicable).
- 6.3. The Supplier/Principal shall notify the Agent directly of any incentives or special offers. The Supplier/Principal shall honour all bookings within the terms of the offer that the Agent shall, at its discretion, promote via the Websites.
- 6.4. The Supplier/Principal shall clarify the periods during which the rates provided will apply and if the Supplier/Principal fails to provide information about the expiry of those rates then the Agent is entitled to rely on those rates until otherwise notified.

7. CANCELLATIONS AND AMENDMENTS

- 7.1. The Supplier/Principal shall supply to the Agent details of its cancellation policy. The Agent shall notify the cancellation policy to Guests (and potential Guests) by including such relevant information on the Websites and in writing at the time of booking confirmation.
- 7.2. The Supplier/Principal shall charge such sums to its Guests as may fall due in accordance with its cancellation policy and The Agent shall collect such cancellation sums from the Guests as may fall due in accordance with the Supplier/Principal cancellation policy including early departures and no shows.
- 7.3. However, under no circumstances shall the Agent be responsible for any cancellation charges which Guests fail to meet for any reason.
- 7.4. The Agent shall notify the Supplier/Principal of any requests for cancellation as soon as possible. If the Guest requests the Supplier/Principal directly to cancel a reservation, the Supplier/Principal shall action the cancellation and notify the Agent within 24 hours of cancellation. The Agent shall be informed of requests for extended stays, early departures and no shows by the Supplier/Principal within 48 hours of becoming aware of such event to ensure that bookings can be amended prior to invoicing.
- 7.5. If the Supplier/Principal needs to cancel a booking due to an unexpected event beyond its reasonable control then it shall notify the Agent in writing, shall make all reasonable attempts to notify the Guest and shall offer alternative arrangements for the Guest.
- 7.6. Should the Supplier/Principal be unable to deliver the Accommodation for any reason whatsoever, the Supplier/Principal shall offer alternative accommodation of equal standard to the Guest. Should the guest not accept the alternative accommodation offered, the Supplier/Principal shall refund monies paid by the Agent on behalf of the Guest in relation to the Accommodation.

8. SUPPLIER/PRINCIPAL OBLIGATIONS

- 8.1. The Supplier/Principal will ensure that Accommodation is accessible at all times, clean, safe and secure to standards required by applicable law or if no such legal requirements apply to a standard which is reasonable in the circumstances. The Supplier/Principal will also at all times comply with all relevant laws, regulations, legislation and codes of practice including but not limited to those relating to health and safety, fire safety, gas safety and disabled persons accessibility. Further the Supplier/Principal will at all times maintain the Accommodation to a high standard of repair, clean, in full working order and safe for occupation and use by Guests, and all other authorised third parties, and will use all reasonable skill and care in performing its obligations including but not limited to maintaining a high level of

customer service. The Supplier/Principal will ensure that all personnel provided by the Supplier/Principal (whether or not employed by the Supplier/Principal) in connection with the provision of the Accommodation will be appropriately qualified, experienced and capable of performing competently the work or jobs for which they are employed.

- 8.2. If requested, the Supplier/Principal will provide additional child beds or cots where applicable subject to availability. The Agent will notify the Supplier/Principal if these are requested by the Guest at the time of booking but Guests may also request these on arrival. The Supplier/Principal will be responsible for securing any additional charges from Guests locally for the provision of child beds or cots or any other services requested by the Guest directly from the Supplier/Principal.
- 8.3. The Supplier/Principal will allow the Agent's representatives on reasonable notice to visit and inspect the Accommodation to ensure compliance with this Agreement.
- 8.4. The Supplier/Principal certifies that the Accommodation conforms to all planning, licensing and other requirements as may be imposed on it by national, local or other laws or regulations for the purpose of its use as serviced apartments, hotels or other accommodation. The Supplier/Principal certifies that the Accommodation complies and will at all times comply during the validity of this Agreement with national and trade laws, regulations and codes of practice, relating to hygiene, fire, the general safety and security of those using the Accommodation.
- 8.5. The Supplier/Principal must hold all the necessary local valid operating licenses needed in respect of the Accommodation and provision thereof to Guests and shall ensure that these are maintained and remain valid throughout the duration of this Agreement.
- 8.6. The Supplier/Principal warrants that it has a legal right to occupy any Accommodation provided under this agreement and has the necessary authority to enter into this Agreement.
- 8.7. The Supplier/Principal shall keep the Agent promptly informed of any significant changes to any materials supplied to the Agent and of any significant changes to the Accommodation.
- 8.8. The Supplier/Principal shall be solely responsible for the accuracy and completeness of all information which it provides to the Agent and warrants that it is accurate and that if any such information and/or descriptive matter cease to be accurate the Supplier/Principal will so inform the Agent without undue delay.
- 8.9. The Supplier/Principal warrants that it shall not knowingly misrepresent the Accommodation, booking procedure, cancellation procedure, rates or any other information and shall notify the Agent without undue delay as soon as reasonably practicable in writing of any matters that may cause any such descriptions and information to become inaccurate.
- 8.10. The Supplier/Principal shall provide accurate and complete information (which shall include photographs where appropriate) in such format as the Agent may reasonably request. The Agent will display such information on its Websites and marketing collateral in such manner as it reasonably sees fit.
- 8.11. Without prejudice to the Agent's rights under clause 9.1 Neither Party shall assign, sub-contract or otherwise transfer any of its rights under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.

9. AGENCY OBLIGATIONS

- 9.1. The Agent may exercise and perform any of its respective rights and obligations under this Agreement through any other company which at the relevant time is a member of the

same group of companies as Travel & Trade Worldwide Ltd. The Agent may sub-contract the performance of its obligations under this Agreement or otherwise appoint a third party as it shall in its absolute discretion see fit provided that (a) the third party is subject to the same restrictions as the Agent itself; and (b) the Agent remains liable to the Supplier/Principal for the acts and omissions of such third party.

10. COMMISSION

- 10.1. The Supplier/Principal shall pay the Commission to the Agent, such Commission to be deducted by the Agent from the payment received from Guests, as set out in the Payment Terms. Commission is payable by the Supplier/Principal to the Agent on all bookings made by the Agent (including in the event of any cancellation of a booking due to an act or omission of the Supplier/Principal on all sums which, but for the cancellation would otherwise have been payable) by applying the Commission Rate (and shall be incurred irrespective of whether or not the Accommodation has been occupied by Guests) plus VAT at the rate ruling at the date of invoice. In the event of a Guest cancellation, the Supplier/Principal shall charge a cancellation charge to the Guest in accordance with its cancellation policy and Commission shall be paid on such amount by applying the Commission Rate.
- 10.2. The Supplier/Principal may offer the Agent a higher rate over the Commission Rate for a period as a sales incentive. The Supplier/Principal shall notify the same in writing to the Agent, including the period during which the higher rate applies.
- 10.3. Except as otherwise agreed between the parties in writing, the Agent shall provide the Supplier/Principal with an itemized invoice for all Commission paid to the Agent in a timely manner. Any discrepancies or disputes relating to the invoice and the Commission due must be notified to the Agent within 90 days of receipt of the invoice by the Supplier/Principal. Any disputes raised by the Supplier/Principal after this date shall not be accepted by the Agent. Discrepancies in respect of individual properties are not grounds for withholding the payment of other invoice items.

11. LIABILITY & INSURANCE

- 11.1. The Supplier/Principal accepts Guests in its Accommodation at its own risk and under no circumstances will the Agent be responsible for any losses, damages, costs, claims, liabilities or expenses which the Supplier/Principal incurs as a result of inappropriate behaviour of Guests.
- 11.2. The Supplier/Principal shall take out and maintain throughout the period of this Agreement comprehensive liability insurance to cover all risks relating to the Accommodation and all risks reasonably considered to be arising out of the performance of this Agreement including (but not limited to) any liability for damages for the death, injury or illness of Guests, employees, agents, sub-contractors howsoever arising. If and when requested by the Agent, the Supplier/Principal shall provide a copy of all such relevant certificates of insurance to the Agent or the Agents' representatives. The Agent will not check the policy documentation for suitability and it remains the responsibility of the Supplier/Principal to ensure that they are adequately insured at all times.
- 11.3. Subject to the following provisions of this clause 11, the Supplier/Principal hereby agrees to indemnify the Agent for all damages, expenses, losses, compensation, demands, actions, liabilities, fines and costs (including reasonable legal costs), the Agent incurs or pays to any Guests, employees, agents

and/or representatives and/or any third party (including reasonable own legal costs) or authority (whether pursuant to any Court Order or by way of any settlement which the Agent, acting reasonably in all the circumstances including the costs, risks and time involved in fighting any claim, agrees to pay), as a result of: (i) any breach of any nature whatsoever by the Supplier/Principal of its obligations expressed or implied under this Agreement and/or any act(s) and/or default(s) of the Supplier/Principal and/or any person(s) provided or used (directly or indirectly) by the Supplier Principal; or (ii) any failure of the Supplier/Principal to reach the standard agreed with the Agent to include by way of example and by no way of limitation, any failures or deficiency in the standard of quality of the Accommodation provided, absence or alteration to the Accommodation or lack of cleanliness, hygiene or safety for any reason for any period, or any other reason whatsoever in connection with this Agreement or use of the Accommodation by a third party; (iii) any Guest claim made against the Agent which relates to the Accommodation, save to the extent that any such Guest claim arises due to a breach by the Agent of this Agreement or the Agent's or its employees' or agents' negligence or wilful default. This indemnity survives termination of this Agreement for any reason.

- 11.4. Except if stated otherwise in this Agreement all conditions, warranties and representations whether express or implied are excluded to the fullest extent permitted by law.
- 11.5. Nothing in this Agreement shall exclude or limit the liability of either Party for death or personal injury caused by its negligence or for fraud or for any other category of liability which it is illegal to exclude or limit or attempt to exclude or limit.
- 11.6. Neither Party shall be liable in contract, tort, statute or otherwise however arising for any costs, claims, damages, liabilities or expenses in respect of;
 - 11.6.1 any loss of profit including both direct loss of profit and indirect loss of profit; or
 - 11.6.2 any direct loss of anticipated saving; or
 - 11.6.3 any indirect, special or consequential losses arising including but not limited to;
 - (i) loss of anticipated savings;
 - (ii) loss of business or loss of opportunity;
 - (iii) loss of goodwill or damage to reputation;
 - (iv) loss of customer or loss of contract; and the Parties agree that the categories of loss as set out at this Clause 11.6 shall be distinct and severable.
- 11.7. The Supplier/Principal accepts and acknowledges that it is the Supplier/Principal who is responsible for the provision of the Guest's booking and that the contract for the provision of the Accommodation in accordance with the Guest's booking is and shall at all times remain between the Supplier/Principal and the Guest. The Agent merely acts as agent for the Supplier/Principal at all times and accepts no liability for the provision of the Accommodation or any other liability relating to the contract between the Principal and Guest.
- 11.8. The Supplier/Principal acknowledges that in making information available to the Agent for use on the Websites and for the purposes of performance of its obligations under this Agreement, the Agent shall be entitled to rely on and use such information on an "as is" basis and accordingly, shall have no liability as a result of the use of such information or any reliance by Guests on it, save to the extent that the Agent uses the information negligently or in breach of this Agreement.
- 11.9. Furthermore, where the Agent is authorised to amend/vary prices, deal with Guest complaints, find alternative arrangements for Guests and such other similar services, the Agent does so on the express authorisation of the Principal in order to assist the Principal as agent and to assist Guests and

offer an excellent level of customer service. In no circumstances is this intended to affect or alter the Agent's agency status or relationship with the Principal.

- 11.10. Without in any way affecting the provisions of Clauses 11.1 to 11.9, either Party's liability in relation to this Agreement shall not exceed an amount equal to the total Commission paid or payable by the Supplier/Principal to the Agent in the Year in which the event giving rise to the liability occurs no matter how that liability arises including (without limitation) negligence, breach of contract, tort or misrepresentation (excluding fraudulent misrepresentation). "Year" shall mean the period of twelve months from the Commencement Date and each period of twelve months thereafter except that (a) during the initial 12-month period until the first anniversary of the Commencement Date, the sum shall be the greater of the total Commission paid or payable in respect of the period between the Commission Date and the date that the claim is made and £50,000; and (b) in the year of termination of this Agreement (such that the Agreement terminates part way through any such twelve month period) the sum shall be calculated by reference to the total Commission paid or payable to the Agent during the Year preceding the year in which the event giving rise to the liability occurred. In determining these limits the Supplier/Principal acknowledges that the Agent has taken into account the circumstances of this Agreement and that the limits are fair and reasonable.
- 11.11. Neither Party shall be liable for any loss, claims or damages for any failure by the other Party to comply with any legal requirement which applies to that party and the operation of that party's business and the each Party acknowledges its obligation to comply with all such law.
- 11.12. Both Parties will continue to be bound by this Clause 11 after the end of this Agreement.
- 11.13. The Agent shall not be liable for any costs, claims, damages, liabilities or expenses including but not limited to those arising as a result of lost or delayed bookings which arise to the Supplier/Principal as a result of any downtime of the Websites whether for planned maintenance, due to technical faults or for any other reason whatsoever.

12. MARKETING & INTELLECTUAL PROPERTY

- 12.1. All Intellectual Property Rights in the Accommodation data and other marketing information provided by the Supplier/Principal shall remain the property of the Supplier/Principal or its licensors. In providing information (including photographs or other images) the Supplier/Principal shall ensure that it has all licenses and consents to provide the same to the Agent and for the Agent to use all Intellectual Property Rights in accordance with this Agreement. The Intellectual Property Rights in the Websites and other materials produced by the Agent shall remain the property of the Agent or its licensors. The Agent shall ensure that it has all licenses and consents to use the Intellectual Property Rights in the Websites and other materials used by the Agent in the providing the services under this Agreement.
- 12.2. Either Party shall pay to the other Party all costs, claims, damages, liabilities and expenses which the other Party may incur as a result of a failure by the first Party to comply with Clause 12.1 including as a result of any claims by a third party that its Intellectual Property Rights are infringed.
- 12.3. For the duration of this Agreement the Supplier/Principal grants to the Agent on a non-exclusive basis all rights, licenses and consents necessary for the Agent to use the trademarks and logos of the Supplier/Principal on its Websites and in any other marketing or publicity to provide the services under this Agreement.

- 12.4. For the purposes of Clause 12 Intellectual Property Rights shall include without limitation copyright, design rights, trademarks, trade names, logos and other intellectual property rights however arising and in any media, whether or not registered, including (without limit) any applications for the protection or registration of those rights and all renewals and extensions of them throughout the world.
- 12.5. Subject to any reasonable requests of the Supplier/Principal, the Agent may perform its duties under this Agreement in any such way as it determines is appropriate provided that it does not do anything to knowingly harm the Supplier/Principal's brand.

13. TERMINATION

- 13.1. This Agreement will come into force on the Commencement Date. Either Party may terminate the Agreement by giving to the other not less than 30 days written notice. If no such notice of termination is given by either Party then the Agreement will continue on a rolling basis until terminated.
- 13.2. Either Party may terminate the Agreement immediately if:
- 13.2.1 the other party is in serious or persistent breach of its obligations under this Agreement and fails to remedy such breach within fourteen (14) (or such longer time as may be agreed) days of the non-breaching party being notified of the breach;
- 13.2.2 commits a material breach of the Agreement or commits repeated breaches of it and a material breach shall include any failure by the Supplier/Principal to pay the Commission on time; or
- 13.2.3 the other ceases to carry on business; or
- 13.2.4 the other becomes insolvent or goes into administration or if a receiver is appointed over any of the property or assets of that other Party or the other Party makes a voluntary arrangement or becomes subject to an administration order or goes into liquidation (except for the purposes of amalgamation or reconstruction) or anything similar to any of the foregoing occurs under the law of any jurisdiction in relation to that Party.
- 13.3. The Agent may terminate this Agreement in the event that;
- 13.3.1 there is a change in management or control of the Supplier/Principal;
- 13.3.2 it receives complaints in relation to the Accommodation which it considers acting reasonably, exceed an appropriate level or if the Accommodation fails to meet the required standards in accordance with this Agreement; or
- 13.3.3 the Supplier/Principal fails to make available to the Agent the agreed allocations as previously agreed.
- 13.4. If this Agreement terminates for any reason, the Supplier/Principal shall honour and fulfil all bookings made prior to the effective date of termination (and Commission shall be payable on them as if the Agreement was still in force).

14. CONSEQUENCES OF TERMINATION

On termination of this Agreement for any reason:

- 14.1.1 The Agent shall stop all promotion, marketing, advertising and booking of the Accommodation and shall not make any further use of the Accommodation sales material of the Supplier/Principal;
- 14.1.2 the Supplier/Principal shall immediately pay to the Agent any and all sums properly invoiced under this Agreement; including the payment of Commission (including Commission for confirmed bookings not yet fulfilled), save for any such sums which are subject of a bona fide dispute; The Agent to pay the Supplier/Principal all fees which are due and outstanding for any future bookings;

- 14.1. Termination of this Agreement shall not affect any rights which have accrued at the time of termination and Clauses 9, 10, 13, and 14 shall remain in full force and effect.
- 14.2. The Agent may continue to handle bookings taken by it on behalf of the Principal prior to the effective date of termination until the conclusion of the relevant Accommodation bookings.

15. CONFIDENTIALITY

- 15.1. Each Party agrees to keep any information disclosed to the other in relation to this Agreement including information about pricing arrangements and Commission Rates confidential and in particular not disclose this information to other hoteliers or providers. This obligation will continue after the end of this Agreement.

16. DATA PROTECTION

- 16.1. In this clause, the following words have the following meanings:

Agreed Purposes:

- (a) For the Agent to be able to make and process the Guest's booking;
- (b) For the Principal to fulfil its contract with the Guest in providing the Guest with their booked Accommodation;
- (c) For each party to comply with its respective obligations to the Guest;
- (d) For each party to fulfil its legal obligations to the other under this Agreement;
- (e) All associated administrative, marketing, accounting and legal requirements.

Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures: as set out in the Data Protection Legislation in force at the time.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Permitted Recipients: The parties to this Agreement, the employees of each party, any third parties engaged to perform obligations in connection with this Agreement, which shall include but not be limited to the Technology Providers.

Shared Personal Data: the personal data to be shared between the parties under clause 16.2 of this agreement.

Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

Guests:

- Name, address, email address, telephone number, IP address and any other contact details;
- Dietary requirements (which may disclose religious beliefs);
- Health/medical/mobility requirements;
- Passport details.
- Credit card details (such as credit card number, cardholder name and expiration date)

- 16.2. **Shared Personal Data**
This clause sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the Data Discloser) will regularly disclose to the other party (the Data Recipient) Shared Personal Data collected by the Data Discloser for the Agreed Purposes.
- 16.3. **Effect of non-compliance with Data Protection Legislation**
Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.
- 16.4. **Particular obligations relating to data sharing -**
Each party shall:
- a) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
 - b) give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
 - c) process the Shared Personal Data only for the Agreed Purposes;
 - d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
 - e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
 - f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
 - g) not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:
 - (i) complies with the provisions of Article 26 of the GDPR (in the event the third party is a joint controller) or Article 28 of the GDPR (in the event the third party is a data processor); and
 - (ii) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.
- 16.5. **Mutual assistance**
Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:
- 16.5.1 consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
 - 16.5.2 promptly inform the other party about the receipt of any data subject access request;
 - 16.5.3 provide the other party with reasonable assistance in complying with any data subject access request;
 - 16.5.4 not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
 - 16.5.6 assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection

Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

- 16.5.7 notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
- 16.5.8 at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;
- 16.5.9 use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- 16.5.10 maintain complete and accurate records and information to demonstrate its compliance with this clause 16 and allow for audits by the other party or the other party's designated auditor; and
- 16.5.11 provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

17. **FORCE MAJEURE**

- 17.1. No Party shall be liable for delay or failure to perform its obligations under this Agreement due to matters beyond its reasonable control including but not limited to industrial action, Acts of God, explosion, flood, fire or accident, riot or disorder, regulations, prohibitions or measures by a governmental authority.
- 17.2. Each Party shall notify the other if a force majeure event occurs with reasonable details of the event and how long it is expected to continue. If the force majeure event continues for longer than 30 days either Party may terminate this Agreement immediately by sending a written notice to the other Party.

18. **ANTI-BRIBERY AND ANTI-SLAVERY LAWS**

- 18.1. The Supplier/Principal agrees, in respect of the provision of the Arrangements, the Supplier/Principal shall comply (and shall procure that its employees, agents, subcontractors and the Accommodation Provider comply) with all applicable laws, rules and regulations and codes of practice, including but not limited to the Modern Slavery Act 2015 and the Bribery Act 2010.

19. **GENERAL**

- 19.1. No delay or failure by either Party to exercise any of its powers, rights or remedies under this Agreement shall waive those rights nor shall any single or partial exercise of them preclude any other or further exercise of them. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.
- 19.2. If any part of this Agreement is found by any court or other competent authority to be invalid or unenforceable then such part shall be severed from this Agreement and all other provisions shall continue to be valid and enforceable to the fullest extent permitted by law.
- 19.3. In the event of any inconsistency between the terms of this Agreement and any legislation, regulations, rules, codes of practice or other requirements by which the Principal and/or Agent is bound in the conduct of its business, the latter will apply to the extent of the inconsistency and the terms of this Agreement will be construed accordingly.
- 19.4. This Agreement is the entire agreement and understanding of the Parties in relation to its subject matter and supersedes any

previous agreements made or existing between the Parties before or simultaneously with this Agreement.

- 19.5. In entering into this Agreement each Party acknowledges that it does not do so on the basis of and does not rely on, any representation, warranty or other provision except as expressly provided in this Agreement.
- 19.6. Nothing in this Agreement shall create or be deemed to create a partnership or the relationship of employer and employee between the Parties.
- 19.7. Any notice required or permitted under the terms of this Agreement or required by law shall be in writing and shall be sufficiently given if by hand, first class pre-paid mail or sent by email to the other Party at its respective address specified in this Agreement or to such other address or fax number as may from time to time be designated in writing by either of the Parties. Such notice shall be deemed to have been received and given (a) in the case of delivery by hand, at the time of delivery, (b) in the case of first class pre-paid mail two days after the date of mailing and (c) in the case of fax, at the time of confirmed transmission.
- 19.8. Each Party warrants to the other that the execution and performance of this Agreement will not violate any of its agreements with any third parties.
- 19.9. A person who is not a Party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce it. Any remedy which exists or is available apart from the Act is not affected.
- 19.10. This Agreement shall be construed and take effect in all respects in accordance with English law and the Parties hereby submit to the exclusive jurisdiction of the English courts.

For and on behalf of The Agent

Name:

Position:

Date:

Signature:

For and on behalf of The Supplier/Principal

Name:

Position:

Date:

Signature: