

TERMS & CONDITIONS

TOUR PARTNER GROUP LIMITED WHOLESALE SUPPLY AGREEMENT

WHEREAS:

(A) TOUR PARTNER GROUP LIMITED is Tour Partner Group Limited or a member of its Group, acting as a tour operator providing ground arrangements, accommodation, transport, tours excursions, meals, facilities and services (or any of them either individually or in any combination) in Europe for groups and individuals.

(B) The Client is a tour operator wishing to purchase ground arrangements from TOUR PARTNER GROUP for incorporation into its tours which it will sell as a principal to its own customers.

1. DEFINITIONS

1.1 In this Agreement, the following words have the following meanings unless the context requires otherwise:

(a) Agreement: this agreement including all schedules, appendices, supplementary agreements, additions and amendments, including any commercial terms agreed between the parties under a separate schedule;

(b) Applicable Laws: all applicable laws, statutes, regulations from time to time in force;

(c) Commencement Date: the date at the beginning of this Agreement;

(d) Confidential Information: 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 this Agreement or obtained under or in connection with this Agreement (whether disclosed or obtained before or after the date of this Agreement), 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.

(e) Data Protection Legislation: the UK Data Protection Legislation and 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 communication;

(f) Services: the accommodation, transport, tours, ground arrangements, excursions, meals, facilities and services (or any of them either individually or in any combination);

2. THE SERVICES

2.1 Tour Partner Group shall supply to the Client the Services, as requested by the Client and agreed by the Supplier. The Client shall in turn re-sell the Services to its own customers.

2.2 Tour Partner Group will ensure performance of the Services with reasonable skill, care and diligence, and that all personnel provided by Tour Partner Group in connection with the provision of the Services will be appropriately qualified and capable of performing competently the work or jobs for which they are employed.

2.3 Tour Partner Group shall ensure that the Services comply with Applicable Laws.

3. LICENCES

3.1 Tour Partner Group grants the Client a non-exclusive, world-wide licence for the term of this Agreement to reproduce (and re-size where necessary) the photographs and descriptions of the Services (“the Content”) provided to the Client by Tour Partner Group for the purposes of re-selling the Services to its customers. The licence granted by this Clause is non-assignable; personal to the Client and cannot be sub-licensed.

3.2 All intellectual property rights in the Content shall remain vested in Tour Partner Group or the applicable copyright owner. The Client shall not use the Content for any purpose other than that expressly granted by the licence in this Clause 3.1.

4. CHARGES & PAYMENT

4.1 Subject to clause 4.2 below, Tour Partner Group shall supply the Services at the price(s) agreed between the Parties. All prices include any taxes, charges, dues and fees which relate to the Services, except where expressly stated otherwise. All prices are non-commissionable.

4.2 Tour Partner Group reserves the right to make adjustments to the agreed prices for reasons including but not limited to currency and exchange rates fluctuations; changes in transportation costs, including the cost of fuel; and changes to tax rates, dues or other fees such as landing taxes or embarkation or disembarkation fees at ports and airports. Furthermore, Tour Partner Group reserves the right to correct any errors in the prices of confirmed bookings.

4.3 Tour Partner Group shall invoice the Client in accordance with the procedure set out in paragraph 7 of Schedule 1 or otherwise agreed between the parties. The Client shall pay the invoice in accordance with the payment provisions as set out in paragraph 7 of Schedule 1 or as otherwise agreed.

4.4 Tour Partner Group shall have right to charge the Client interest on any outstanding sum due under this Agreement 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 Client shall pay the interest together with the overdue amount.

4.5 All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5. OBLIGATIONS OF THE CLIENT

5.1 The Client undertakes and warrants to Tour Partner Group that it shall:

5.1.1 Comply with the provisions of Schedule 1;

5.1.2 ensure that its obligations under this Agreement shall be performed by competent persons with appropriate levels of qualification and experience and with reasonable diligence, skill and care;

5.1.3 not adopt or use, otherwise than in accordance with the provisions of this Agreement, any trademarks, brand names or other marks used by Tour Partner Group;

5.1.4 not perform its obligations under this Agreement in any manner which is inconsistent with this Agreement or which in the reasonable opinion of Tour Partner Group is prejudicial to the reputation of Tour Partner Group;

5.1.5 comply with all relevant laws, regulations, codes of practice and any requirements of any regulatory, governmental or quasi-governmental body or agency;

5.1.6 obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable Tour Partner Group to provide the Services;

5.1.7 be responsible for its staff or contractors conducting site inspections and ensure that it has appropriate insurance arrangements in place.

5.2 If Tour Partner Group's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, Tour Partner Group shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client.

6. CANCELLATION

6.1 In the event the Client wishes to cancel or amend the Services or part thereof, the Client must give Tour Partner Group notice in writing and pay the applicable cancellation and/or amendment charges set out in Schedule 1 or as otherwise advised in writing by Tour Partner Group.

6.2 Subject to clause 6.3 below, if the Services, or any part thereof, cannot be provided by Tour Partner Group, it shall notify the Client as soon as reasonably possible and comply with the Client's reasonable instructions concerning alternative services. Unless otherwise advised by the Client, Tour Partner Group shall provide alternative services to the Client of at least equal standards with similar services, facilities and location. If the alternative services are not deemed

acceptable by the Client, in liaison with Tour Partner Group, the Client may be entitled to cancel the Services and receive a full refund of all monies paid relating to the Services in question subject to confirmation in writing from Tour Partner Group.

6.3 Tour Partner Group reserves the right to cancel or amend the Services without any liability where:

- (a) the Services cannot be supplied or cannot be supplied as described or agreed due to circumstances beyond its control or the control of the applicable third party suppliers;
- (b) the Client has failed to make payment by the applicable due date.

7. COMPLAINTS

7.1 Should the Client or any of its customers encounter any issue or problem with the Services; the Client must contact Tour Partner Group immediately who will endeavour to assist. Where possible, all such issues or problems should also be raised directly with the third party supplier at the time of arising, to enable investigations to take place and remedies (where possible / appropriate) to be implemented. All information in relation to a complaint must be received within 30 days of customers return date. Failure to do so will hinder or substantially reduce any right to compensation.

7.2 In the event of a complaint being made to the Client by any of its customers in accordance with the above, relating to Tour Partner Group and in particular the inadequacy or non-provision of the Services, the Client must notify Tour Partner Group of any such claim or complaint immediately upon receipt.

7.3 Following investigation, Tour Partner Group shall advise the Client of its decision and/or the amount of compensation(s) agreed (if any) to the Client in writing. Tour Partner Group shall pay such amounts to the Client as agreed between the parties. The Client is not permitted to deduct the amounts relating to compensations from payments due by the Client under clause 4, except where expressly agreed by Tour Partner Group.

7.4 The Client accepts that it is liable directly to its customers for the proper performance of the obligations arising from the Client's contract with its customers.

7.5 The Client acknowledges and accepts that Tour Partner Group is under no obligation to honour any compensation proposed or granted by the Client to its customer without the prior approval of Tour Partner Group.

7.6 The Client acknowledges and accepts that the Frankfurter Tabelle and any other similar structures may not have any binding effect on this Agreement.

8. LIABILITY

8.1 Nothing in this agreement limits any liability which cannot legally be limited, including but not limited to liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) any other liabilities which cannot be legally limited.

8.2 Subject to Clause 8.1, Tour Partner Group's total liability to the Client shall not exceed the charges paid or payable by the Client under clause 4 of the agreement, in the preceding 12-month period. The Supplier's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement.

8.3 Tour Partner Group shall not be liable to the Client in any circumstances in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising and whatever the cause thereof for any loss of profit, business, contracts, revenues or for any special, indirect or consequential damage of any nature whatsoever.

8.4 The Client shall indemnify on demand Tour Partner Group in full against all losses, damages, liability, claims, costs, fines, penalties and expenses (including reasonable legal expenses whether or not proceedings are brought) awarded against or incurred or paid by Tour Partner Group as a result of or in connection with any breach of this Agreement by the Client; and/or any act by the Client outside of the scope of this Agreement or otherwise without the authority of Tour Partner Group. This indemnity will continue to apply after this Agreement comes to an end for whatever reason.

9. TERM AND TERMINATION

9.1 This Agreement shall come into force on the Commencement Date and continue in full force and effect until it is terminated in accordance with this Clause 9.

9.2 Tour Partner Group may terminate this Agreement immediately on written notice if the Client fails to make any undisputed payments in full to Tour Partner Group, when due under this Agreement and the Client has failed to remedy this non-payment within a period of 30 days.

9.3 Either Party may terminate this Agreement immediately on written notice to the other Party if:

(a) the other Party 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.

(b) the other Party commits a material breach of any provision of this Agreement 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.

9.4 Any termination of the Agreement in accordance with this Clause 9 shall be without prejudice to the rights of either Party accrued prior to such termination.

9.5 Upon termination, the Client agrees to immediately pay Tour Partner Group any outstanding undisputed sums relating to the Services or otherwise incurred / owing under this Agreement that have been incurred by the effective date of termination, and any interest accruing thereon.

10. GENERAL TERMS APPLICABLE TO THE SERVICES

10.1 Special requests: Tour Partner Group supplies the Services to the Client on a business to business basis. However, if any of the Client's customers have any special requests relating to any of the Services, the Client should advise Tour Partner Group at the time of booking. Tour Partner Group will pass on all such requests to the third party supplier(s) and will endeavour to ensure that they are met, however cannot guarantee that such special requests will be met and will have no liability to the Client or its customers if they are not.

10.2 Accommodation Ratings and Standards: All ratings are as provided by the relevant third party supplier(s). They are intended to give a guide to the services and facilities the Client and its customers should expect from the Services. Standards and ratings may vary between countries, as well as between suppliers. Tour Partner Group cannot guarantee the accuracy of any ratings given.

11. TERMS ON WHICH THE CLIENT IS AUTHORISED TO RESELL THE SERVICES

11.1 The Client shall re-sell the Services to its customers as part of its own packages or otherwise as its own product and on its own terms and conditions of sale. The Client accepts and acknowledges that Tour Partner Group shall not be a party to any contract with any of the Client's customers nor does the Client act as an agent on behalf of Tour Partner Group or on behalf of the third party suppliers and should not hold itself out as acting as an agent in any circumstances. Accordingly, Tour Partner Group does not have any liability to any customer by virtue of any consumer legislation, including but not limited to the Package Travel and Linked Travel Arrangements Regulations 2018.

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

11.3 The Client acknowledges that Tour Partner Group sells the Services to different clients, including but not limited to, tour operators, group operators, on a non-exclusive basis and nothing in this Agreement confers or is intended to confer any kind of exclusivity arrangement with the Client.

12. CONFIDENTIALITY

12.1 Each party undertakes to the other that during the term of this Agreement and thereafter it shall keep secret and shall not without the prior written consent of the other party disclose to any third party (except to its legal and

professional advisors) any Confidential Information learned by the recipient party or disclosed to the recipient party by such other party pursuant to or otherwise in connection with this Agreement.

12.2 The obligations of confidentiality in this clause 12 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 this Agreement;
- (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.

12.3 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 the Agreement 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 the Agreement.

13. DATA PROTECTION

13.1 The parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

13.2 The parties acknowledge that for the purposes of the Data Protection Legislation, Client is the controller and Tour Partner Group is the processor. Schedule 2 sets out the scope, nature and purpose of processing by Tour Partner Group, the duration of the processing and the types of personal data and categories of data subject.

13.3 Without prejudice to the generality of Clause 13.1, Tour Partner Group shall, in relation to any personal data processed in connection with the performance by Tour Partner Group of its obligations under this Agreement:

- (a) process that personal data only on the documented written instructions of Client unless Tour Partner Group is required by Applicable Laws to otherwise process that personal data;
- (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- (c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- (d) not transfer any personal data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
 - (i) the Client or Tour Partner Group has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) Tour Partner Group complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - (iv) Tour Partner Group complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the personal data;
- (e) assist the Client 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;

- (f) notify the Client without undue delay on becoming aware of a personal data breach;
- (g) at the written direction of the Client, delete or return personal data and copies thereof to the Client on termination of the agreement unless required by Applicable Law to store the personal data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this Clause 13 and allow for audits by the Client or the Client's designated auditor and immediately inform the Client if, in the opinion of Tour Partner Group, an instruction infringes the Data Protection Legislation.

13.4 To the extent that the Client collects and passes Personal Data to Tour Partner Group pursuant to this Agreement, it represents, warrants and undertakes that:

- (a) it has obtained appropriate authority from all data subjects to whom it relates, or has provided them with the requisite information required under the Data Protection Legislation, to pass their personal data to Tour Partner Group for the purposes for which Client intends to use it and/or as specified by Client in writing; and
- (b) it is accurate and up to date.

13.5 The Client consents to Tour Partner Group appointing third party processors of personal data under this Agreement. Tour Partner Group confirms that it has entered or (as the case may be) will enter with the third party processor into a written agreement incorporating terms which are substantially similar to those set out in this Clause 13 and in either case which Tour Partner Group confirms reflect and will continue to reflect the requirements of the Data Protection Legislation.

14. FORCE MAJEURE

14.1 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.

14.2 Provided it has complied with Clause 14.3, 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.

14.3 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.

15. NOTICES

15.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(b) sent by email to info@tourpartnergroup.com

15.2 Any notice or communication shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt; and

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

(c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause

15.3 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.

15.4 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.

16. RIGHTS OF THIRD PARTIES

16.1 Unless it expressly states otherwise, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this shall not affect any right or remedy of a third party which exists or is available apart from that Act.

16.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

17. ASSIGNMENT AND OTHER DEALINGS

17.1 This Agreement is personal to the Client and the Client 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 this Agreement.

17.2 Tour Partner Group 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 this agreement, provided that Tour Partner Group gives prior written notice of such dealing to the Client.

18. VARIATION

18.1 Tour Partner Group reserves the right to change or update this agreement without notice to the Client. The latest version will always be available on www.tourpartnergroup.com and/or the websites of its Group companies. By ordering Services the Client is accepting the latest version available.

19. WAIVER

19.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

19.2 A failure or delay by a party to exercise any right or remedy provided under this agreement 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 this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

20. RIGHTS AND REMEDIES

20.1 The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

21. SEVERANCE

21.1 If any provision or part-provision of this agreement 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 this agreement.

21.2 If any provision or part-provision of this agreement is deemed deleted under Clause 21.1, 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.

22. ENTIRE AGREEMENT

22.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

22.2 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 this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

23. CONFLICT

23.1 If there is an inconsistency between any of the provisions of this Agreement and the provisions of the Schedules, the provisions of this Agreement shall prevail.

24. NO PARTNERSHIP OR AGENCY

24.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

24.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

25. GOVERNING LAW & JURISDICTION

25.1 This Agreement shall be construed, and any dispute between parties determined, under the laws of England and Wales. Disputes shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

SCHEDULE 1

OPERATIONAL PROCEDURES

1. Logins & Passwords

1.1 All logins and passwords remain the property of Tour Partner Group. They are strictly confidential and should only be given to members of staff who need access to Tour Partner Group's Webconnect booking system

1.2 Tour Partner Group reserves the right to periodically change logins and passwords. Tour Partner Group recommends that the Client changes passwords upon the departure of any member of the Client's staff, or if the Client suspects fraudulent use of logins or passwords.

1.3 Upon Tour Partner Group being alerted by the Client to, or otherwise discovering the existence of, any fraudulently made Reservation, Tour Partner Group will cancel the existing login and password and reissue a new login and password to the Client. If Tour Partner Group has not been advised by the Client of known or suspected fraudulent activity and Reservations or cancellations are subsequently made using the Client's account, those Reservations and/or cancellations will be the Client's responsibility and the Client will be liable to Tour Partner Group for any losses that Tour Partner Group incurs as a result. The Client should direct queries to the Reservations Contact as set out in paragraph 8 below.

2. Test Reservations

2.1 Tour Partner Group understands the need for Clients to make test Reservations from time to time. Before doing so, the Client must contact Tour Partner Group's technical support team for details of test facilities on the Booking System, and the policies that apply to use of the same.

2.2 The Client must not, under any circumstances, make test Reservations where such Reservation cannot be amended or is non-refundable. It is the responsibility of the Client to cancel any test Reservations. The Client will be liable for any costs that Tour Partner Group incurs as a consequence of its failure to comply with this clause.

3. On request reservations

On request Reservations are only accepted subject to the issue of a Booking Confirmation. If the Client does not receive Booking Confirmation within 24 hours, the Client should check that Tour Partner Group has received the Client's Reservation request, as without the Booking Confirmation the Client cannot consider the Reservation (or any part of it) to be confirmed.

4. Groups (including Online Groups)

4.1 For any group of 10 (ten) or more Consumers booked online, specific terms and conditions of the Hotel may apply for amendment and cancellation and rates may be subject to change. The Client should check with Tour Partner Group' Reservations Contact or Groups Contact as set out in paragraph 8 below. Reservations of 10 (ten) or more Consumers for the same Hotel and the same dates made under different reference numbers may constitute a group Reservation therefore different Hotel cancellation policies and rates may apply. For group bookings of 10 (ten) or more Consumers made online, the Client should, before confirming the Reservation with any Consumer or other customer, ensure reconfirmation from Tour Partner Group' Groups Contact as set out in paragraph 8 below, along with any amended or specific terms and conditions that Tour Partner Group (on behalf of the Hotel) may notify to the Client.

4.2 All Reservations for less than 10 (ten) Consumers will be dealt with as standard bookings only.

4.3 Tour Partner Group' Groups division will undertake Groups of 10 (ten) or more passengers for hotel reservations only and for a group of any size where coach transportation; sightseeing and other ground arrangements are required.

4.4 If any amended or specific terms and conditions apply for Group bookings, Tour Partner Group will advise the Client on reconfirming any Reservation.

4.5 Should the Client submit a booking of more than 4 twin/double rooms or more than 9 single rooms per stay this will be considered a group booking. This will also be the case even if the rooms are booked in several bookings, but are clearly part of the same stay.

4.6 Kindly note that some hotels might differ from the above in the exact amount of rooms/guests that they consider a group.

4.7 In such cases Tour Partner Group will contact the client in order to cancel the bookings and a new booking will have to be done through the Tour Partner Group Groups Department.

4.8 The Hotel's cancellation conditions for group bookings will be notified for each booking.

5. Bookings by phone/email

5.1 Tour Partner Group will not action any requests made over the telephone and will not honour any rates the Client claims Tour Partner Group has given to the Client over the phone. Any alternative rates must be confirmed by Tour Partner Group in writing.

5.2 Reservation requests may be sent by e-mail to res@tourpartnergroup.com or fit.uk@tourpartnergroup.com / fit.ireland@tourpartnergroup.com / fit.nordics@tourpartnergroup.com (as applicable) and must be set out in the following sequence: the Client's contact name, agency name, the Client's reference, city, hotel, arrival date, number of nights, number and type of rooms required, guest names and ages of all children and details of any further services required.

5.3 Amendment requests must be in the same sequence but preceded by the Tour Partner Group reference number and followed by the Client's new requirements. Name amendments may not always be possible, and are subject to re-confirmation by the Hotel. Alternatively, the Client may be asked to 'cancel' and 'rebook' at prices and availability appropriate at the time.

6. Vouchers

6.1 Vouchers issued by the Client to its Customer for reservations must include all the following information:

6.1.1 full name and address of the service supplier (details as per the Booking Confirmation);

6.1.2 dates, descriptions and specific requirements of the services provided (as applicable);

6.1.3 name(s) and number of Consumer(s). Names must read exactly the same as in the reservation;

6.1.4 Tour Partner Group Reservation reference number;

6.1.5 Tour Partner Group 24/7 contact telephone numbers;

6.2 Consumers not able to submit a valid voucher may be required to pay the relevant retail price locally. It is the Consumer's responsibility to ensure that they are in possession of the voucher, and no liability is accepted by Tour Partner Group for their failure to do so. The above information is integral to the booking process. Tour Partner Group will not accept any liability for losses suffered as a result of the relevant information not being displayed on the Consumer voucher.

7. Payments and payment process

7.1 Invoices will be sent 32 days prior to arrival and invoices need to be paid 14 days from date of invoice unless the Client payment type and terms are subject to the individual arrangements and agreed in writing between Tour Partner Group and the Client.

7.2 In case applicable a balancing invoice or credit will be issued 4-7 days of arrival.

7.3 For specific services and activities deposits or payments may be required in such cases the Client will be advised in writing.

8. Cancellations & No-Show:

unless otherwise agreed in writing with the Client, Cancellations and No-Shows are subject to the below term and conditions. Please note, due to the custom-made tours Tour Partner Group operate, the below cancellation policies are guidelines Exact cancellation policies will be advised in writing by Tour Partner Group on a booking-by-booking basis.

FIT Policy:

a. Hotel only bookings

The Client may cancel a reservation in writing up to 72 hours prior to arrival without penalty unless otherwise advised. No-shows and bookings cancelled within 72 hours of arrival are subject to 100% of the agreed price. Some specialist accommodations may be subject to individual cancellation terms and charges as advised at the time of booking

b. B&Bs

Bed & Breakfasts and Irish Farmhouses: a 100% will apply for any bookings cancelled within 7 days of arrival and for all no show bookings.

c. Fly Drive/ Tours / Package bookings

Cancellations received 14 days or more prior to arrival: no charge

Cancellations received 0-14 days prior to arrival: charges apply

Group Policy:

All cancellations must be received in writing and reconfirmed in writing as cancelled by Tour Partner Group.

Cancellations received 33 days or more prior to arrival: no charge

Cancellations received within 32 to 15 days of arrival: 50% charge of the tour/group will be applied

Cancellations received within 14 to 8 days of arrival: 75% charge of the tour/group will be applied

Cancellations received 7 days or less prior arrival: 100% charge of the tour/group will be applied

If non-refundable deposits have been paid to secure specific services for a programme, costs for these services will be non-refundable 21 days or less prior arrival.

9. Unless otherwise agreed the Client will issue client vouchers and documentation and will assume full responsibility for delivery of such documentation to its clients.

10. Tour Partner Group Contact Information

Ireland Office

Address: Blackthorn Exchange

Bracken Road

Sandyford, Dublin 18

D18 W6n4, Ireland

Tel: +353 1 293 3000

Email; ireland@tourpartnergroup.com

Company Registration Number: 150216

VAT Number: IE6547616T

London Office

Address: 66-68 College Road

Harrow Ha1 1be

Middlesex

England

Tel: +44 20 8861 9300

Email; uk@tourpartnergroup.com

Company Registration Number: 03167548

VAT Number; GB-227 0416 36

Scotland Office

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SCHEDULE 2

DATA PROCESSING CLAUSES

GENERAL

1.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Schedule 2 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 Client is the Data Controller and the Supplier 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 Supplier, 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 Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Agreement, process that Personal Data only for the purposes of providing the Services and complying with its obligations under the Agreement.

SUB-PROCESSORS

2.1 The Supplier shall not permit any processing of Personal Data by any agent or subcontractor or other third party (“Sub-Processor”) without the prior written authorisation of the Client.

2.2 In the event the Client gives authorisation to the Supplier for the appointment of a Sub-Processor in accordance with clause 2.1, such authorisation will always be contingent on and subject to the Supplier entering into a written agreement with the Sub-Processor incorporating terms which are substantially similar to those set out in this Schedule 3.

2.3 As between the Client and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any Sub-Processor appointed by it pursuant to this clause 2.

TECHNICAL & ORGANISATIONAL MEASURES

3.1 The Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier 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
- (d) regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.

3.3 The Supplier shall provide to the Client at any time on request a detailed written description of such technical and organisational measures in place.

SUPPLIER PERSONNEL & SUB-PROCESSORS

4.1 The Supplier 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 Supplier 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 Company and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any personnel and authorised Sub-Processors.

TRANSFER OF DATA OUTSIDE THE UK

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

- (a) the Supplier 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 Supplier must identify in Annex 1 the territory that is subject to such an adequacy finding; or
- (b) the Supplier participates in a valid cross-border transfer mechanism under the Data Protection Legislation, so that the Supplier (and, where appropriate, the Client) 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 Supplier must identify in Annex 1 the transfer mechanism that enables the parties to comply with these cross-border data transfer provisions and the Supplier must immediately inform the Client 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.

DESTRUCTION OF PERSONAL DATA

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

NOTIFICATION OBLIGATIONS

7.1 The Supplier shall immediately (and in any event within 2 calendar days) and fully notify the Client 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.

7.2 The Supplier shall notify the Client 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, in particular:

- (a) the nature and facts of such breach including the categories and number of Personal Data records and, if applicable, Data Subjects concerned;
- (b) the contact details of the data protection officer or other representative duly appointed by the Supplier from whom the Company can obtain further information relating to such breach;
- (c) the likely consequences or potential consequences of such breach; and
- (d) the measures taken or proposed to be taken by the Supplier to address such breach and to mitigate any possible adverse effects and the implementation dates for such measures.

ASSISTANCE TO CLIENT

8.1 The Supplier shall promptly provide such information and assistance (at no cost to the Client) as the Client 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 Supplier respond directly to any such request, complaint or correspondence without the Client's prior written consent unless and to the extent required by law.

8.2 The Supplier shall promptly provide such information and assistance (at no cost to the Client) as the Client may require in relation to:

- (a) the Client's decision to undertake a data protection impact assessment where the Client considers (in its sole discretion) that the type of processing may result in a high risk to the rights and freedoms of Data Subjects;
- (b) any approval of the Information Commissioner or other data protection supervisory authority to any processing of Personal Data, or any request, notice or investigation by such supervisory authority.

8.3 The Supplier shall permit the Client (and any of its authorised representatives) and the Information Commissioner (or its authorised representatives), at the Supplier's cost, access to any of the Supplier's premises, personnel, IT systems and relevant records as may be reasonably required by the Client upon reasonable notice at any time for the purposes of conducting an audit in order to verify the Supplier's compliance with this Schedule 3 and Data Protection Legislation.

8.4 The Supplier shall, on demand, provide the Client and the Information Commissioner (and/or their authorised representatives) with all reasonable co-operation, access and assistance in relation to each audit.

8.5 In the Supplier'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 Supplier shall promptly inform the Client.

INDEMNITY

9.1 Supplier shall indemnify the Client 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 Supplier and/or any Sub-Processor (as applicable) of this Schedule 3 including where the Supplier's breach then places the Company 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 the Company to a third party which would not have been paid or payable if the Supplier's breach of this Schedule 3 had not occurred, including in both cases where the Supplier's breach then places the Client in breach or subject to regulatory action, which the parties agree is foreseeable and a direct loss.

CERTIFICATION SCHEME

10.1 Either party may, at any time on not less than 30 days' notice, revise this Schedule 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 Supplier and any rights of the Client in regards to the personal data):

- The Client is a tour operator and provider of holidays to customers in the UK and worldwide.
- The Supplier 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;
- 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 Supplier shall process the Personal Data only in accordance with the instructions of the Client.