



KEY TRAVEL

STANDARD BOOKING TERMS

PLEASE READ THESE BOOKING TERMS CAREFULLY AS THEY APPLY TO ALL BOOKINGS MADE WITH KEY TRAVEL.

1. Definitions

In these Standard Booking Terms:

“Authorised Bookers” means any person authorised by the Customer to use the Arrangement Services.

“Arrangement Services” means Key Travel's services in booking and/or otherwise arranging, negotiating and reporting the supply of Travel Services on behalf of Third Party Suppliers for Customers including without limitation the provision of Online Booking Services.

“Booking” means any booking for Travel Services placed by a Customer with Key Travel.

“Customer” means any person, institution or organisation (whether not for profit or otherwise) with whom Key Travel contracts for the provision of Arrangement Services by Key Travel.

References to **“you”**, **“your”** etc, are references to the Customer, authorised representatives of the Customer or those for whom travel is requested by the Customer.

“Key Travel” means Key Travel Limited, a company incorporated in England and Wales (with registered number 01524302) and having its registered office at First Floor, 28-32 Britannia Street, London, WC1X 9JF and/or its subsidiaries and/or its associated companies and/or its authorised agents as appointed by Key Travel.

“Online Booking Services” means any system provided by Key Travel to enable the Customer to make online Bookings for Travel Services.

“Passenger” means any Passenger in respect of whose travel Key Travel provides the Arrangement Services or organises Travel Services on the instructions of the Customer.

“Taxes and Surcharges” means exchange rates, airline taxes, hotel charges, city tax, VAT, enforced increase in labour costs, airline fuel surcharges, airport charges, overflying charges and/or seaport charges in addition to any surcharges resulting from governmental actions.

“Third Party Suppliers” means any third party who supplies any Travel Services to the Customer. The identity of the relevant Third Party Supplier for a Travel Service will be communicated to the Customer by Key Travel at the time of placing the Booking.

“Travel Services” means travel by air, land or sea, accommodation, car hire, travel insurance and/or other related travel services.

“VAT” means value added tax chargeable under the Value Added Tax Act 1994 and any similar additional tax.

2. General

- a. For the avoidance of doubt, Key Travel acts as a disclosed agent of both the Customer and the Third Party Suppliers.
- b. The parties agree that this Agreement shall be considered a “general agreement” for the purposes of business travel exemption within EU Directive 2015/2302 on package travel and linked travel arrangements (“PTD 2015”).
- c. These Standard Booking Terms (and all documents referred to herein) shall be deemed to be incorporated into all contracts for Arrangement Services made by Key Travel with the Customer to the exclusion of all other terms and conditions. All work undertaken by Key Travel shall be deemed to be carried out on these Standard Booking Terms unless otherwise expressly agreed in writing by Key Travel.



KEY TRAVEL

STANDARD BOOKING TERMS

- d. Where a Customer's Travel Services relate to a Group of Passengers (and what constitutes a "Group" is determined by Key Travel and/or any applicable Third Party Supplier), Key Travel's Group Terms in force from time to time will apply in addition to these Standard Booking Terms.
 - e. Where bookings are made through Key Travel's Online Booking Services, Key Travel's Online Booking Terms in force from time to time will apply in addition to these Standard Booking Terms.
 - f. Key Travel shall provide such Arrangement Services to the Customer and organise such Travel Services for the Customer as may be requested by the Customer from time to time. In the absence of any express written instructions to the contrary, Key Travel may accept (and the Customer shall be bound by) any requests made by any employee, delegate, student, agent and/or other representative of the Customer.
 - g. When taking Bookings or otherwise arranging Travel Services, the Customer acknowledges that Key Travel is acting as an agent for and on behalf of the Customer and the relevant Third Party Supplier. As such the relevant Third Party Supplier will be responsible for providing the Travel Services to the Customer. Key Travel will not be responsible for any default or failure in any supply by any Third Party Supplier or for any loss, claim, cost, damage or injury incurred by the Customer or any Passenger (directly or indirectly) as a result of the acts or omissions of the Third Party Supplier.
 - h. By making a Booking, the Customer will be entering into a legally binding contract with the relevant Third Party Supplier in respect of the Travel Services to be provided by such Third Party Supplier. The contract for the Travel Services will be subject to the terms and conditions of that Third Party Supplier (copies of which are available to the Customer on request) and the Customer will be bound by such terms and conditions. It is the responsibility of the Customer to ensure that it and its Passengers comply with such terms and conditions including (without limitation) those which relate to check-in times and luggage allowances.
 - i. No Passenger or any other third party will have any rights against Key Travel, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.
 - j. All calls may be silently monitored and recorded for training and quality purposes.
 - k. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
3. **IMPORTANT NOTICE:** ALTHOUGH REASONABLE EFFORTS ARE MADE TO UPDATE THE INFORMATION KEY TRAVEL HOLDS IN RELATION TO THE TRAVEL SERVICES, SUCH INFORMATION IS COMPILED BY KEY TRAVEL FROM VARIOUS THIRD PARTY SUPPLIERS OVER WHICH (UNLESS OTHERWISE STATED) KEY TRAVEL HAS NO CONTROL. AS SUCH, KEY TRAVEL DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, WHETHER EXPRESS OR IMPLIED, THAT SUCH INFORMATION IS ALWAYS ACCURATE, COMPLETE AND/OR UP-TO-DATE. TO THE FULLEST EXTENT PERMITTED BY LAW, KEY TRAVEL ACCEPTS NO LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY INACCURATE INFORMATION RELATING TO TRAVEL SERVICES.
4. **Fees and Payment**
- a. The Customer shall pay to Key Travel, on demand, all costs, fees and Taxes and Surcharges as invoiced by Key Travel to the Customer in respect of any Arrangement Services and any Travel Services in accordance with the payment terms set out in such invoice or otherwise agreed by Key Travel.



KEY TRAVEL

STANDARD BOOKING TERMS

- b. The price for the Travel Services will be quoted in pounds sterling on Key Travel's quotation and booking confirmation using the rate of exchange in force at the time of making the Booking. VAT will be charged where applicable at the rate in force on the date of supply of the Travel Services.
- c. Key Travel reserves the right to request advance payment for Arrangement Services and/or Travel Services.
- d. Travel Services which are not ticketed and/or confirmed at the time of Booking may incur a higher fee than that given at the time of Booking. Until the Booking is confirmed and committed to by the Customer the price cannot be guaranteed and is subject to change. When placing a Booking with Key Travel, the price will be calculated on the basis of then known costs but will be subject to fluctuations in Taxes and Surcharges.
- e. Key Travel may charge the Customer a booking fee or receive commission from Bookings.
- f. A charge will be payable by the Customer at Key Travel's standard rate for any payments made for Bookings by credit card.
- g. If the Customer requires a purchase order number or similar payment code to be provided when a Booking is made, it is the responsibility of the Customer to ensure that such number is provided and that it is accurate. The Customer shall be required to pay in full all invoices and charges for Bookings which have been made even if a valid purchase order or similar payment code was not provided at the time of Booking.

5. Credit Account Facilities

- a. If credit account facilities have been made available by Key Travel to the Customer then all sums due from the Customer to Key Travel shall be payable as set out in paragraph 5c below. Key Travel reserves the right to decline credit account facilities or to withdraw such facilities. Key Travel reserves the right to retain any funds due to the Customer such as refunds or credits to offset against any outstanding debt. Should no such credit account facilities be made available by Key Travel to the Customer or should these facilities be at any time withdrawn then Key Travel reserves the right to request an advance payment from the Customer in respect of all Travel Services and Arrangement Services.
- b. Upon the withdrawal of credit account facilities all monies owing to Key Travel will become immediately payable.
- c. Payment by the Customer of monies outstanding on credit accounts is due as cleared funds within 14 days from the date of the invoices, excluding invoices for foreign currency or travellers cheques which are due for payment by the Customer upon receipt of the invoice.

6. Payment for Travel Services by Key Travel

- a. From time to time Key Travel may (at Key Travel's discretion) make payment to a Third Party Supplier for Travel Services on behalf of a Customer using a Key Travel credit card or other payment method. Additional fees may be applied for such a service and the cost of reconciling any credit card statements.
- b. Where payment for Travel Services is made using a Key Travel credit card or other payment method the Customer agrees to indemnify Key Travel from any misuse of the card or payment details by any current or past employee, delegate, student, agent and/or other representative of the Customer and any Passenger.

7. Booking Terms, Amendments or Cancellations



KEY TRAVEL

STANDARD BOOKING TERMS

- a. The Customer is responsible for the accuracy and completeness of all data and information supplied to Key Travel in connection with a Booking. In the event that such information is found to be incorrect additional costs may apply to correct such details. Details of such additional costs are available upon request. For the avoidance of any doubt Key Travel shall not be liable for any loss, costs or damages suffered or incurred by the Customer (or any of the Passengers), including but not limited to any restriction on travel imposed by any travel authorities, as a result of any inaccurate information provided by the Customer.
- b. Key Travel reserves the right to charge an administration fee for amendments or cancellations of any Bookings, including (without limitation) where no additional documentation is required.
- c. Should the Customer wish to make any changes to its Booking (once confirmed) please notify Key Travel in writing as soon as possible. Where Key Travel can meet the Customer's request, an administration fee will be payable together with any costs incurred by Key Travel and any costs and/or charges incurred or imposed by any Third Party Supplier in making the change.
- d. The Customer acknowledges that the Travel Services may be subject to cancellation by the Third Party Supplier without prior notice. The Customer is responsible for checking and complying with the specific change or cancellation terms for all Bookings.

8. Passports, Visas and Travel Documentation

It is the Customer's responsibility to ensure that each Passenger's passport and visa requirements for entry to or transit through a particular country are adhered to. Key Travel will accept no responsibility for any instance where travel plans are curtailed as a result of inadequate documentation.

9. Special Requests and Medical Problems

Any special requests, such as dietary or access requirements, must be communicated to Key Travel at the time of Booking. Key Travel act as an agent and the relevant Third Party Supplier will be responsible for providing these services to the relevant Passengers. Key Travel cannot guarantee however that special requests will be fulfilled. Failure to provide this information at the time of booking may result in Key Travel being unable to arrange with the Third Party Provider for such a request to be fulfilled.

10. Refunds

- a. Credit notes or refunds (if any) for Travel Services not used may only be issued upon the return of all the relevant documentation relating to the Travel Service concerned and are subject to the terms and conditions of the relevant Third Party Supplier.
- b. In the event that any cancellation or refund requires the consent of or calculation by the relevant Third Party Supplier then the invoice issued shall remain due and payable in accordance with paragraph 4 above and any sum refunded by the Third Party Supplier shall only be credited to the Customer's account on receipt of same by Key Travel from the Third Party Supplier.
- c. All relevant documents required for a refund must be sent to Key Travel by registered mail. It is the responsibility of the Customer to ensure that the documents are received by Key Travel.
- d. Without prejudice to the generality of paragraphs 10a and 10b above, the Customer acknowledges and agrees that:
 - i. any credit notes or refunds in respect of rail travel services can only be issued provided the relevant documentation is returned within one month of date of the issue of the said documentation (or on any other terms of the relevant Third Party Supplier relating to the ticket issued in respect of the rail services in question); and



KEY TRAVEL

STANDARD BOOKING TERMS

- ii. not all tickets may be refunded or altered and that any refunds made may incur additional fees, which Key Travel and/or the Third Party Supplier may from time to time levy.
- e. If the Customer is unsure as to the cancellation and/or refund provisions of any particular ticket or the charges levied then clarification should be sought at the time of Booking.

11. Late Payments

In the event that any sums due by the Customer to Key Travel are not paid when due then, without prejudice to any other remedies of Key Travel, Key Travel may at any time:

- a. suspend all or part of the provision of the Arrangement Services to the Customer;
- b. charge interest on all overdue sums, at a rate of 4% above the base lending rate from time to time of The Bank of England. Such interest shall accrue and be compounded on a daily basis from the due date until actual payment of the overdue amount. The Customer shall pay the interest together with the overdue amount; and/or
- c. cancel (without any liability to the Customer or to any Passenger) any Bookings made on behalf of the Customer in respect of which payment is outstanding, with any cancellation fees incurred as a result thereof being charged to the account of the Customer.

12. Liability

- a. Subject to paragraphs 12b and 12d, in the event of a claim by the Customer or by any Passenger in respect of the supply of the Arrangement Services or any other liability whatsoever for which Key Travel is responsible in law, Key Travel's liability shall not, in any event, exceed the total amount paid or payable by the Customer to Key Travel by way of fees for the supply of the Arrangement Services concerned and the associated Travel Services.
- b. Subject to paragraph 12d, Key Travel shall incur no liability whatsoever to the Customer or any Passenger in respect of any indirect or consequential losses (howsoever incurred).
- c. Key Travel shall not be liable to the Customer or any Passenger for any default or failure in any supply by any Third Party Supplier or for any loss, claim, cost, damage or injury incurred by the Customer or any Passenger (directly or indirectly) as a result of the acts or omissions of the Third Party Supplier.
- d. Nothing in these terms and conditions limits Key Travel's liability in respect of death or personal injury where such liability cannot by law be excluded.

13. Insurance

The Customer acknowledges and agrees that it is reasonable and prudent for the Customer (and/or any Passenger) to put in place a policy of insurance in respect of any loss, claim, cost, damage or injury incurred in connection with the Travel Services and any travel resulting therefrom. Key Travel shall use all reasonable endeavours to assist the Customer and/or the Passenger in obtaining such a policy of insurance from an insurer on the express request of the Customer and on payment by the Customer of the appropriate premium. The Customer agrees to make each and every Passenger aware of the provisions of this paragraph 13.

14. Waiver

In the event that Key Travel should at any time expressly or by implication waive any of its rights contained herein such waiver shall not be deemed to prejudice in any way the enforcement of such rights by Key Travel on any subsequent occasion.

15. Variation



KEY TRAVEL

STANDARD BOOKING TERMS

- a. Key Travel reserves the right to vary the terms of these Standard Booking Terms at any time; such variation shall take effect immediately and will be available to view online.
- b. Key Travel reserves the right to review and adjust all elements of fees without prior notice to take account of (but not limited to) inflation, increased charges, costs, or changes to terms and conditions by Third Party Suppliers or other parties that may impact on Key Travel.

16. Data Protection

- a. Where Key Travel processes personal data on the Customer's behalf when performing its obligations under these Standard Booking Terms, the terms of the Schedule to these Standard Booking Terms shall apply.

17. Confidentiality

- a. The Customer undertakes to keep confidential all information (written, oral, or in electronic form) concerning the business, business systems, methodologies, and affairs of Key Travel that it shall have obtained or received as a result of the provision of Arrangement Services or Travel Services ("**Confidential Information**").
- b. Notwithstanding the above, the Customer may disclose Confidential Information to: i) its holding company or subsidiary (each such term as defined in the Companies Act 2006) and its officers, directors, employees and professional advisers (including auditors); ii) where requested or required by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body; or iii) with the prior written consent of Key Travel.
- c. For the avoidance of doubt, Confidential Information excludes information that: i) is or becomes public knowledge other than as a direct or indirect result of any breach of this paragraph 17; or ii) is known by the Customer before the date the information is disclosed by Key Travel or is lawfully obtained by the Customer after that date.

18. Financial Protection

- a. When the Customer buys an "ATOL Protected" flight from Key Travel it will receive a booking confirmation confirming its arrangements and protection under Key Travel's Air Travel Organiser's Licence number 3329. In the unlikely event of Key Travel's insolvency, the CAA will ensure that the Customer (and/or any Passenger) is not stranded abroad and will arrange to refund any money the Customer has paid to Key Travel for an advance Booking. For further information visit the ATOL website at www.atol.org.uk.
- b. Not all holiday and travel services offered and sold by Key Travel will be protected by the ATOL scheme. The Customer should ask for confirmation as to what protection might apply to its Booking.

19. Complaints Procedure

- a. If the Customer or any Passenger has a problem during their trip, please inform the relevant Third Party Supplier (where applicable) and the resort representative immediately who will endeavour to resolve any complaint(s). You can also contact Key Travel via the usual details for support from one of our booking agents. If the situation remains unresolved, the customer and/or the passenger should follow this up with 28 days of their return home in writing to Head of International Customer Operations, Key Travel Limited 9th Floor, St James Building, 61-95 Oxford Street, Manchester, M1 6EJ giving the original booking reference number and all other relevant information Key Travel may request.



KEY TRAVEL

STANDARD BOOKING TERMS

Key Travel will investigate your complaint in line with our Stakeholder Management policy as follows:

1. The Head Of International Customer Operations will acknowledge the complaint promptly (usually within 7 days) and provide a timeline for review/response
2. If the complaint relates to an issue with a third-party external to Key Travel, that complaint will be forwarded immediately to that third party for a response and followed up every 5 days until resolution
3. If the complaint is internal to Key Travel, timeframes for a response will depend on the issue raised and the time required to investigate and follow a legal process if appropriate. 4-6 weeks is a reasonable guideline, although if the grievance can be simply resolved e.g. within 24 hours, we will of course do so.
4. If the complainant is unsatisfied with the response received from the Head Of International Customer Operations, the complaint is then escalated to the Global Operations Director who will revert with a timeline for review/response.

Key Travel will not be able to assist in dealing with any complaint if the Customer and/or the Passenger does not communicate the problem to the relevant Third Party Supplier at the time the issue arises.

- b. We are a Member of ABTA, membership number W5255/3821X. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. It is unlikely that you will have a complaint that cannot be settled amicably. However, if we cannot resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.
- c. The Scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the Customer in respect of costs. Full details will be provided on request or can be obtained from the ABTA website www.abta.com. The Scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per Booking. Neither does it apply to claims, which are solely in respect of physical injury or illness or their consequences. The Scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element. The application for arbitration and Statement of Claim must be received by the Chartered Institute of Arbitrators within nine months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if the company agrees, but the ABTA Code does not require such agreement.

20. Jurisdiction and Governing Law

These Standard Booking Terms, any supply of the Arrangement Services to the Customer and/or the Passenger(s) and any contracts between Key Travel and the Customer shall be governed by the law of England and shall be subject to the exclusive jurisdiction of the English Courts, without prejudice to the right of Key Travel to seek recovery of any sums due from the Customer before any court of competent jurisdiction.



KEY TRAVEL

STANDARD BOOKING TERMS

THE SCHEDULE

1. Definitions

1.1. In this Schedule to the Standard Booking Terms:

1.1.1. the words "**process/processing**", "**data subject**", "**data processor**", "**data controller**", "**personal data**", "**data breach**", and "**data protection impact assessment**" shall have the same meaning ascribed to them in Data Protection Laws; and

1.1.2. the following words have the following meanings:

"**Appropriate Safeguards**" means such legally enforceable mechanism(s) for transfers of personal data as may be permitted under Data Protection Laws from time to time including, without limitation, the Standard Contractual Clauses;

"**Authorised Sub-processors**" means those Sub-processors (if any) authorised in writing by the Customer in accordance with Section 5;

"**Data Protection Laws**" means in relation to any Personal Data which is processed in the performance of the Standard Booking Terms (i) until 25 May 2018, EU Directive 95/46/EC, as transposed into the domestic legislation of each Member State; (ii) on and from 25 May 2018 the General Data Protection Regulation (EU) 2016/679 ("**GDPR**"); (iii) as and when enacted in the United Kingdom of Great Britain and Northern Ireland the Data Protection Act supplementing and amending the GDPR; (iv) EU Directive 2002/58/EC on privacy and electronic communications, as transposed into domestic legislation of each Member State; and (v) any applicable decisions, guidelines, guidance notes and codes of practice issued from time to time by courts, supervisory authorities and other applicable government authorities; in each case together with all laws implementing, replacing or supplementing the same and any other applicable data protection or privacy laws;

"**International Organisation**" means an organisation and its subordinate bodies governed by public international law, or any other body which is set up by, or on the basis of, an agreement between two or more countries;

"**Personal Data**" means the data described in Annex 1 to this Schedule and any other personal data processed by Key Travel on behalf of the Customer pursuant to or in connection with the Standard Booking Terms;

"**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed by Key Travel or any Sub-processor;

"**Standard Contractual Clauses**" means the standard contractual clauses for the transfer of personal data to processors established in third countries, as approved by the European Commission in Decision 2010/87/EU, or any set of clauses approved by the European Commission which amends, replaces or supersedes such standard contractual clauses;

"**Sub-processor**" means any data processor (including any affiliate of Key Travel) appointed by Key Travel to process personal data on behalf of the Customer; and

"**Supervisory Authority**" means (a) an independent public authority which is established by a Member State pursuant to Article 51 of the GDPR; and (b) any similar regulatory authority responsible for the enforcement of Data Protection Laws.



KEY TRAVEL

STANDARD BOOKING TERMS

THE SCHEDULE

2. Processing of the Personal Data

- 2.1. The Customer and Key Travel record their intention that the Customer shall be the data controller and Key Travel shall be the data processor in respect of the processing of Personal Data in the performance of the Standard Booking Terms.
- 2.2. Each of the Customer and Key Travel shall comply with Data Protection Laws in the performance of the Standard Booking Terms.
- 2.3. Key Travel shall:
 - 2.3.1. only process the types of Personal Data relating to the categories of data subjects for the purposes of the Standard Booking Terms and for the specific purposes in each case as set out in Annex 1 to this Schedule; and
 - 2.3.2. not process, transfer, modify, amend or alter the Personal Data or disclose or permit the disclosure of the Personal Data to any third party other than in accordance with the Customer's documented instructions (whether in the Standard Booking Terms or otherwise) unless processing is required by applicable law to which Key Travel is subject, in which case Key Travel shall to the extent permitted by such law inform the Customer of that legal requirement before processing that Personal Data.

3. Key Travel personnel

- 3.1. Key Travel shall treat all Personal Data as strictly confidential and shall inform all its employees, agents, contractors and Authorized Sub-processors engaged in processing the Personal Data of the confidential nature of such Personal Data.
- 3.2. Key Travel shall take reasonable steps to ensure the reliability of any employee, agent, contractor and Authorized Sub-processor who may have access to the Personal Data, ensuring in each case that access is limited to those persons or parties who need to access the relevant Personal Data, as necessary for the purposes set out in Section 2.1 above in the context of that person's or party's duties to Key Travel.
- 3.3. Key Travel shall ensure that all such persons or parties involved in the processing of Personal Data are subject to confidentiality undertakings or are under an appropriate statutory obligation of confidentiality.

4. Security

- 4.1. Key Travel shall implement appropriate technical and organisational measures to ensure a level of security of the Personal Data appropriate to the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed, and shall take all measures required pursuant to Article 32 of the GDPR.

5. Sub-processing

- 5.1. Key Travel shall not engage any Sub-processor to process Personal Data other than with the prior specific or general written authorisation of the Customer (such authorisation not to be unreasonably withheld, conditioned or delayed).



KEY TRAVEL

STANDARD BOOKING TERMS

THE SCHEDULE

- 5.2. The Customer authorises Key Travel to engage Sub-processors in accordance with this section 5 and subject to Key Travel meeting the obligations set out in sections 5.3 and 5.4 below. The Customer may, on request, obtain a list of current Sub-processors by contacting us at tellmemore@keytravel.com.
- 5.3. In the case of general written authorisation, Key Travel shall inform the Customer of any intended changes concerning the addition or replacement of other Sub-processors, thereby giving the Customer the opportunity to object to such changes.
- 5.4. With respect to each Sub-processor, Key Travel shall:
 - 5.4.1. enter into a written contract between Key Travel and each Sub-processor on terms which are the same as or substantially similar to those set out in this Schedule;
 - 5.4.2. ensure that each Sub-processor provides sufficient guarantees to implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of Data Protection Laws and this Schedule; and
 - 5.4.3. remain fully liable to the Customer for any failure by each Sub-processor to fulfil its obligations in relation to the processing of any Personal Data.

6. Data subject rights

- 6.1. Key Travel shall without undue delay, and in any case within three (3) working days, notify the Customer if it receives a request from a data subject under any Data Protection Laws in respect of Personal Data, including requests by a data subject to exercise rights in Chapter III of the GDPR, and shall provide full details of that request.
- 6.2. Key Travel shall co-operate as reasonably requested by the Customer to enable the Customer to comply with any exercise of rights by a data subject under any Data Protection Laws in respect of Personal Data and to comply with any assessment, enquiry, notice or investigation under any Data Protection Laws in respect of Personal Data or the Standard Booking Terms, which shall include:
 - 6.2.1. the provision of all information reasonably requested by the Customer within any reasonable timescale specified by the Customer in each case, including full details and copies of the complaint, communication or request and any Personal Data it holds in relation to a data subject;
 - 6.2.2. where applicable, providing such assistance as is reasonably requested by the Customer to enable the Customer to comply with the relevant request within the timescales prescribed by Data Protection Law; and
 - 6.2.3. taking into account the nature of the processing, assisting the Customer by appropriate technical and organisation measures, insofar as this is possible, for the fulfilment of the Customer's requests for exercising the data subject's rights laid down in Chapter III of the GDPR.

7. Incident management

- 7.1. In the case of a Personal Data Breach, Key Travel shall immediately and, where feasible, not later than 24 hours after having become aware of it, notify the Personal Data Breach to the Customer providing the Customer with sufficient information which allows the Customer to meet any obligations to report a data breach under Data Protection Laws. Such notification shall:



KEY TRAVEL

STANDARD BOOKING TERMS

THE SCHEDULE

- 7.1.1. describe the nature of the data breach, the categories and numbers of data subjects concerned, and the categories and numbers of Personal Data records concerned;
- 7.1.2. communicate the name and contact details of Key Travel's data protection officer or other relevant contact from whom more information may be obtained;
- 7.1.3. describe the likely consequences of the data breach; and
- 7.1.4. describe the measures taken or proposed to be taken to address the data breach, including, where appropriate, measures to mitigate its possible adverse effects.

7.2. Key Travel shall co-operate with the Customer and take such reasonable steps as are directed by the Customer to assist in the investigation, mitigation and remediation of each Personal Data Breach, in order to enable the Customer to (i) perform a thorough investigation into the Personal Data Breach, (ii) formulate a correct response, and (iii) take suitable further steps in respect of the Personal Data Breach in order to meet any requirement under Data Protection Laws.

7.3. Key Travel shall not inform any third party of a Personal Data Breach without first obtaining the Customer's prior written consent, unless notification is required by law to which Key Travel is subject, in which case Key Travel shall to the extent permitted by such law inform the Customer of that legal requirement, provide a copy of the proposed notification, and consider any comments made by the Customer before notifying the Personal Data Breach.

8. Data protection impact assessment and prior consultation

8.1. Key Travel shall, at the Customer's request, provide reasonable assistance to the Customer with any data protection impact assessments which are required under Article 35 of the GDPR and with any prior consultations to any Supervisory Authority of the Customer or any of its affiliates which are required under Article 36 of the GDPR, in each case in relation to processing of Personal Data by Key Travel on behalf of the Customer and taking into account the nature of the processing and information available to Key Travel.

9. Deletion or return of Personal Data

9.1. Key Travel shall promptly following the earlier of: (i) cessation of processing of Personal Data by Key Travel; or (ii) termination of the Standard Booking Terms, at the choice of the Customer either:

- 9.1.1. return a copy of all Personal Data to the Customer and delete all other copies of Personal Data processed by Key Travel or any Authorised Sub-processor; or
- 9.1.2. delete all copies of Personal Data processed by Key Travel or any Authorised Sub-processor,

unless applicable law to which Key Travel or the Authorised Sub-processor (as applicable) is subject requires storage of the Personal Data, and in each case provide written certification to the Customer that it has complied fully with this Section 9.

10. Audit rights

10.1. Key Travel shall make available to the Customer on reasonable prior notice all information necessary to demonstrate compliance with this Schedule and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer of any premises where the processing of Personal Data takes place.



KEY TRAVEL

STANDARD BOOKING TERMS

THE SCHEDULE

10.2. Key Travel shall:

10.2.1. permit the Customer or another auditor mandated by the Customer during normal working hours and on reasonable prior notice to inspect, audit and copy any relevant records and processes in order that the Customer may satisfy itself that the provisions of Data Protection Laws and this Schedule are being complied with; and

10.2.2. provide reasonable co-operation to the Customer in respect of any such audit.

10.3. Key Travel shall immediately inform the Customer if, in its opinion, an instruction pursuant to the Standard Booking Terms or this Schedule infringes the GDPR or other Data Protection Laws.

11. International transfers

11.1. The Customer agrees that Key Travel may transfer the Personal Data to countries outside the European Economic Area or to any International Organisation provided that:

11.1.1. all such transfers shall be effected in accordance with Data Protection Laws; and

11.1.2. save where:

11.1.2.1. the data subject has explicitly consented in writing to the proposed transfer, after having been informed of the possible risks of such transfers for the data subject due to the absence of an adequacy decision of the European Commission and Appropriate Safeguards; or

11.1.2.2. the transfer is necessary for the performance of a contract between the data subject and the Customer or the implementation of pre-contractual measures taken at the data subject's request; or

11.1.2.3. the transfer is necessary for the conclusion or performance of the Standard Booking Terms,

all such transfers shall (to the extent required under Data Protection Laws) be effected by way of Appropriate Safeguards.

11.2. The provisions of this Section 11 shall constitute the Customer's documented instructions with respect to transfers outside the European Economic Area or to any International Organisation in accordance with clause 2.3.

12. Liability

12.1. Where the Customer and Key Travel are involved in the same processing and either the Customer or Key Travel has, in accordance with paragraph 4 of Article 82 of the GDPR, paid compensation for any damage caused by that processing, then that party shall be entitled to claim back from the other party such part of the compensation as corresponds to the other party's share of responsibility for the damage.

13. Costs

13.1. The Customer shall pay any reasonable costs and expenses incurred by Key Travel in meeting the Customer's requests made under Sections 6.2 or 8.



KEY TRAVEL STANDARD BOOKING TERMS THE SCHEDULE

14. Miscellaneous

- 14.1. With regard to the subject matter of this Schedule, in the event of inconsistencies between any provision of the Standard Booking Terms and provision of this Schedule, the provision of this Schedule shall prevail.



KEY TRAVEL

STANDARD BOOKING TERMS

THE SCHEDULE

ANNEX 1: Details of processing of Personal Data

This Annex 1 includes certain details of the processing of Personal Data as required by Article 28(3) GDPR.

Subject matter and duration of the processing of Personal Data

The provision of Arrangement Services by Key Travel to the Customer.

The duration of the processing will be the term required for the provision of Arrangement Services by Key Travel to the Customer.

The nature and purpose of the processing of Personal Data

Key Travel processes Personal Data in order to provide the Arrangement Services to the Customer in accordance with the Standard Booking Terms.

The types of Personal Data to be processed

Passenger data:

- Passport number
- Nationality
- Passport expiry date
- Passport issue date
- Gender
- Date of birth
- Traveller name
- Next of Kin Name
- Next of Kin Contact Details
- Dietary requirements

Data of employees of the Customer:

- Name
- Email address
- Physical work address
- Telephone number

The categories of data subject to whom the Personal Data relates

Passengers

Employees of the Customer



KEY TRAVEL

ONLINE BOOKING TERMS (SUPPLEMENTAL)

IF KEY TRAVEL PROVIDES YOU WITH ACCESS TO ONLINE BOOKING SERVICES, THE FOLLOWING TERMS WILL APPLY TO YOUR USE OF THE ONLINE BOOKING SERVICES AND ANY TRAVEL ARRANGEMENTS MADE USING SUCH SERVICES, IN ADDITION TO THE OTHER PROVISIONS SET OUT IN KEY TRAVEL'S STANDARD BOOKING TERMS

1. Definitions

Expressions defined in the Standard Booking Terms and used in these Online Booking Terms shall have the meaning set out in the Standard Booking Terms.

2. Use of the Online Booking Services

The Online Booking Services are operated by or on behalf of Key Travel Limited.

The Customer is responsible for procuring and maintaining its network connections and telecommunications links from its systems to the data centres hosting the Online Booking Services system.

Whilst Key Travel will endeavour to ensure the continued availability of the Online Booking Services, Key Travel shall not be liable if for any reason the Online Booking Services are unavailable at any time or for any period.

Access to the Online Booking Services may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond Key Travel's control.

The Customer shall procure that its employees, subcontractors, consultants and agents take reasonable measures to prevent the Online Booking Services being used to: (a) transmit any files, data or other material that actually or potentially infringes the intellectual property rights of any person; (b) create a false identity or to otherwise attempt to mislead any person as to the identity, source or origin of any communication; (c) interfere, disrupt or attempt to gain unauthorised access to any computer system, server, network or account for which it does not have authorisation to access or at a level exceeding its authorisation; or (d) disseminate or transmit any virus, Trojan horse or other malicious, harmful or disabling data, work, code or program.

The Customer shall not:

- (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form or distribute all or any portion of the software used in the Online Booking Services;
- (ii) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Online Booking Services available to any third party except the Authorised Bookers; or
- (iii) use the Online Booking Services to provide services to third parties.

KEY TRAVEL DOES NOT WARRANT THAT THE CUSTOMER'S USE OF THE ONLINE BOOKING SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE TRAVEL SERVICES AND/OR THE INFORMATION OBTAINED BY THE CUSTOMER THROUGH THE ONLINE BOOKING SERVICES WILL MEET THE CUSTOMER'S REQUIREMENTS.

3. Authorised Bookers

Only the Customer and its Authorised Bookers are permitted to use the Online Booking System. The Customer must:



KEY TRAVEL

ONLINE BOOKING TERMS (SUPPLEMENTAL)

- a. ensure that all log ins and passwords required to access the Online Booking Services are secured and cannot be used by anyone else;
- b. ensure that the details of any Authorised Bookers are communicated to Key Travel; and
- c. notify Key Travel by telephone immediately and confirm such notification in writing within 24 hours in the event that any Authorised Booker leaves the organisation or in the event that their authorisation status is removed.

The Customer will be obliged to pay any booking fees or cancellation charges incurred as a result of a booking being made using the Online Booking Services by someone who is not an Authorised Booker in the event that the Customer has failed to notify Key Travel in writing of the change of status or in the event that the Customer has failed to keep its log ins and passwords secure.

The Customer is responsible for ensuring that its Authorised Bookers use the Online Booking Services in accordance with these Online Booking Terms (and the Standard Booking Terms, as applicable) and shall be responsible for any Authorised Booker's breach of such terms.

4. Third Party Suppliers

Where the Online Booking Services provide links to websites, products or services of Third Party Suppliers the Customer acknowledges that:

- a. the Customer shall be responsible for complying with the Third Party Supplier's terms and conditions including fare restrictions and applicable change and cancellation policies;
- b. Key Travel is not responsible for the content of the Third Party Supplier's website or the accuracy of any information contained on such website including but not limited to fares and availability; and
- c. the Customer's use of a Third Party Supplier's website is subject to any applicable terms and conditions of use and privacy policies on such site.

Key Travel makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such Third Party Supplier's website, or any transactions completed, and any contract entered into by the Customer, with any such Third Party Supplier. Any booking for Travel Services or other contract entered into or completed via the Online Booking Services with a Third Party Supplier is between the Customer and the relevant Third Party Supplier, and not Key Travel.

5. Security

Reasonable steps have been taken to put in place security measures to protect any data which is provided by the Customer in relation to the Online Booking Services. The server hosting the Online Booking Services system uses SSL (secure sockets layer) data encryption to help keep your data secure. Where possible, personal information entered is encoded before it is sent to Key Travel, protecting it as it is transferred over the Internet. However, the Customer accepts that the transmission of information via the Internet is not completely secure and while Key Travel will use reasonable endeavours to ensure that any information entered into the Online Booking Services is secure, it does not guarantee the security of the data transmitted to or from such services.

Key Travel is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the Internet, and the Customer acknowledges that the Online Booking Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

6. Booking Terms and Conditions



KEY TRAVEL

ONLINE BOOKING TERMS (SUPPLEMENTAL)

By making a booking using the Online Booking Services, you are entering into a legally binding contract with the relevant Third Party Supplier. That contract is governed by, and you will be subject to, the terms and conditions of that Third Party Supplier (copies of which are available to you on request). For the avoidance of doubt, Key Travel is not a party to that contract and shall not be responsible for any default or failure in any supply or any defects in performance by any Third Party Supplier, or for any loss, claim, cost, damage or injury incurred by you (directly or indirectly) as a result thereof.

A booking fee shall apply to every booking made through the Online Booking Services.

The Customer must ensure that the names of travellers are input as they appear on the individual's passport. It is the responsibility of the Customer to ensure the accuracy and completeness of the data. Key Travel will not be liable for any change or amendment fees resulting from incorrect data input.

Key Travel reserves the right to place restrictions on the destinations or ticket types that a Customer can book using the Online Booking System.

Requests for special assistance, preferred meals, seating preferences and frequent flyer credit will be registered with the airline. Please note that this is on a request basis only. The airline may not offer the service on the selected flights or, for operational reasons, may not be able to fulfil the request.

7. Ticketing

The Key Travel ticketing department operates between 08:45 – 18:00 on business days. Whilst tickets are generally received by the Key Travel booking department within 24 hours of a Booking being placed, any Bookings made outside of these office hours may be ticketed the following working day.

8. Access to the Online Booking Services

Key Travel reserves the right to vary the content of these Online Booking Terms at any time; such variation shall take effect immediately and will be available to view online.

The Customer acknowledges that access to the Online Booking Services is provided at Key Travel's discretion. Key Travel may withdraw access to the Online Booking Services at any time.

9. Proprietary Rights

The Customer acknowledges and agrees that Key Travel is the sole and exclusive owner of all intellectual property rights in the Online Booking Services. The Customer shall not sell, use, reveal, disclose or otherwise communicate, directly or indirectly, any part of the Online Booking Services to any person, company or institution whatsoever other than for the purposes set forth herein. It is expressly understood that no title to or ownership of the intellectual property rights in or to the Online Booking Services, or any part thereof, is hereby transferred to Customer.