



KEY TRAVEL

Key Travel Standard Booking Terms

1. Definitions

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

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

“Business Day” means any day (other than a Saturday or Sunday) when banks are generally open for normal business in London

“Customer” means any person, institution organisation with whom Key Travel contracts for the provision of Travel Services

“Fees” means the fees in respect of the Travel Services as agreed by the parties.

“Intellectual Property Rights” means all intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application), including copyright, know-how, confidential information, trade secrets, business names and domain names, trade-marks, service marks, trade names, patents, petty patents, utility models, design rights, database rights and all rights in the nature of unfair competition rights or rights to sue for passing off.

“Key Travel” means Key Travel Limited, a company incorporated in England and Wales (with registered number 01524302) and having its registered office at 9th Floor, St James Building, 61-95 Oxford Street, Manchester M1 6EJ 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 Travel Services on the instructions of the Customer.

“Pre-existing Materials” means all documents, information and materials provided by Key Travel relating to the Travel Services which existed prior to the commencement of this agreement, including computer programs, data, reports and specifications.

“Taxes and Surcharges” means taxes and surcharges levied by Third Party Suppliers and passed on to Customer by Key Travel arising from movements in 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, visa provision and/or other related travel services together with Key Travel's services in booking and/or otherwise arranging, negotiating and reporting the supply of those services on behalf of Third Party Suppliers for Customer including without limitation the provision of Online Booking Services.

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



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- a. Clause and schedule headings do not affect the interpretation of this agreement.
- b. References to clauses and schedules are (unless otherwise provided) references to the clauses and schedules of this agreement.
- c. Words in the singular include the plural, and in the plural include the singular.
- d. References to including and include(s) mean respectively including without limitation and include(s) without limitation.
- e. Writing or written includes email.

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 the Package Travel and Linked Travel Arrangements Regulations 2018 and outside of any scheme of financial protection operated by ABTA.
- c. These Standard Booking Terms (and any Key Travel, Travel Management Services Agreement which incorporates them) shall be deemed to be incorporated into all contracts for Travel 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.
- 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. Key Travel shall provide 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.
- f. 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 those 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.
- g. 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.
- h. All calls may be silently monitored and recorded for training and quality purposes.
- i. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

- 3. 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 Key Travel has no control. 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



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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 Travel Services in line with the payment terms of Key Travel's invoice or otherwise as agreed by Key Travel.
- 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 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. 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.
- g. A charge will be payable by the Customer at Key Travel's standard rate for any payments made by corporate credit card.

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 cleared funds within 14 days from the date of the invoices.
- b. 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.
- c. Upon the withdrawal of credit account facilities all monies owing to Key Travel will become immediately payable.

6. Booking Terms, Amendments or Cancellations

- 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. 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.



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- b. Should the Customer wish to make any changes to its Booking (once confirmed) they should 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 Third Party costs incurred by Key Travel.
- c. 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.

7. 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.

8. 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 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.

9. Use of the Online Booking Services

- a. The Online Booking Services are operated by or on behalf of Key Travel Limited.
- b. 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.
- c. 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.
- d. 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.
- e. The Customer shall ensure 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.
- f. 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.

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

- i. ensure that all log ins and passwords required to access the Online Booking Services are secured and cannot be used by anyone else;
- ii. ensure that the details of any Authorised Bookers are communicated to Key Travel; and



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- iii. 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.
- iv. 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.
- v. The Customer is responsible for ensuring that its Authorised Bookers use the Online Booking Services in accordance with these Booking Terms and shall be responsible for any Authorised Booker's breach of such terms.

g. Third Party Suppliers

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

- i. 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;
- ii. 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
- iii. 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.

h. 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 TLS 1.2 (Transport Layer Security) 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.

i. Booking Terms and Conditions

- i. A booking fee shall apply to every booking made through the Online Booking Services.
- ii. 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.
- iii. Key Travel reserves the right to place restrictions on the destinations or ticket types that a Customer can book using the Online Booking System.

j. Access to the Online Booking Services

- i. Access shall take effect immediately and will be available to view online.



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- ii. 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.

10. Refunds

- a. Credit notes or refunds (if any) for Travel Services not used, less any applicable cancellation fees, 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 Key Travel's invoice for the Travel Services 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
 - 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 Travel 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 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. Limitation of Liability

- a. This clause sets out Key Travel's entire financial liability (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to Customer in respect of:
 - i. any breach of these terms and conditions;
 - ii. any use made by Customer of the Services or any part of them; and
 - iii. any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement and/or terms and conditions.



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- b. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.
- c. Key Travel shall not be liable for any loss or damage attributable to the acts or omissions of any third party including without limitation airlines, booking agents and hotels, save to the extent that such loss or damage is caused by the negligence, fraud or fraudulent misrepresentation of Key Travel.
- d. Nothing in this agreement limits or excludes the liability of either party for death or personal injury resulting from its negligence; or for any damage or liability incurred by one party as a result of fraud or fraudulent misrepresentation by the other party
- e. Subject to clause 12d neither party shall be liable for loss of profits; or loss of business; or depletion of goodwill and/or similar losses; or loss of anticipated savings; or damage to reputation; or loss of contracts; or loss of opportunity; or loss of corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages, fees or expenses;
- d. Either party's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall be limited to a cap of the annual booking fees in the previous twelve month period, excluding Customer's separate obligation to pay the Fees.

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. Change Control

- a. If either party wishes to change the scope or execution of the Travel Services, it shall submit details of the requested change to the other party in writing.
- b. If either party requests a change to the scope or execution of the Travel Services, Key Travel shall, within a reasonable time, provide a written estimate to Customer of:
 - i. the likely time required to implement the change;
 - ii. any necessary variations to Key Travel's Fees arising from the change; and
 - iii. any other impact of the change on this agreement.
- c. If Customer wishes Key Travel to proceed with the change, Key Travel has no obligation to do so unless and until the parties have agreed in writing any variations to its Fees, the Travel Services and any other relevant terms of this Agreement.
- d. Notwithstanding clauses 14.1 to 14.3, Key Travel may, from time to time and without prior notice or any requirement for consent from Customer, change the Services in order to comply with any applicable safety or statutory requirements or industry codes of practice.

15. Data Protection



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Where Key Travel processes personal data on the Customer's behalf when performing its obligations under these Standard Booking Terms, the terms of Schedule 1 "Data Protection" to these Standard Booking Terms shall apply.

16. Confidentiality

- a. The Parties undertake to keep confidential all Confidential Information
- b. Notwithstanding the above, the Parties 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) where this is necessary for performance of the Agreement; 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 the other Party
- 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 16; 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.

17. Intellectual Property Rights

- a. As between Customer and Key Travel, all Intellectual Property Rights and all other rights in the Travel Services and the Pre-existing Materials, including without limitation all rights in the Online Booking System, shall be owned by Key Travel.
- b. Subject to clause 17a, and to full payment by Customer of the Fees, Key Travel licenses all such rights to Customer free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable Customer to make reasonable, internal, use of the Travel Services.
- c. Customer acknowledges that, where Key Travel does not own the Pre-existing Materials, Customer use of rights in Pre-existing Materials is conditional on Key Travel obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle Key Travel to license such rights to Customer.
- d. 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 or any software made available to Customer for use, subject to this Agreement, the rights to which are owned by a third party;
 - ii. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make available to any third party except the Authorised Bookers, the Online Booking Services or any software made available to Customer for use, subject to this Agreement, the rights to which are owned by a third party;

18. Force Majeure

Neither Party shall have any liability for any delay or failure to perform its obligations (except payment obligations) hereunder to the extent such delay or failure is the result of any act or event that is beyond such Party's reasonable control ("Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of god, war, lightning, fire, storm, flood, earthquake, terrorist act, blockade, revolution, riot, insurrection, civil commotion, public demonstration, strikes or industrial disturbances, sabotage and act of vandalism, criminal (including, but not limited to, crime that involves a computer, a network, or the internet, including computer-related extortion, fraud and forgery, and unauthorized access to or interference with data, identity theft, software and media piracy, web-site vandalism, release of viruses and worms, (distributed) denial of service attacks, invasion of privacy, cyber-spying and illegal hacking) or terrorists



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acts by third parties, interruption or degradation of any third party communications system or the internet, or any action of a governmental entity and similar events. If a Party experiences a Force Majeure Event, it shall promptly provide written notice thereof to the other Party and shall use all reasonable efforts to remove, avoid or mitigate the consequences of such Force Majeure Event.

19. 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.

20. Complaints and Escalation Procedure

- a. If the Customer or any Passenger has a problem during its trip, they should inform the relevant Third Party Supplier (where applicable) and the resort representative immediately who will endeavour to resolve any complaint(s). The Customer and/or the Passenger should follow this up within 28 days of its return home in writing to Key Travel's Customer Relations Department, 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 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.

Complaints from Passengers should initially be directed to the Reservations Team Leader or by Customer Travel Manager to the Key Travel Account Manager. If the complaint involves a Third Party Supplier then the response time will be dependent on the supplier concerned and Key Travel shall keep Customer informed of progress. If Customer is unhappy with the solution proposed or the time taken for response then they may escalate to an Operations Manager and then to the Key Travel Account Manager.

- b. Key Travel is a member of ABTA, membership number W5255/3821X. Key Travel are obliged to maintain a high standard of service to its Customers by ABTA's Code of Conduct. Key Travel also offer its Customers ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If Key Travel cannot resolve a Customer complaint amicably, then Customer may go to www.abta.com to use ABTA's simple procedure. Further information on the Code, and limits on its application or use and ABTA's assistance in resolving disputes can be found on www.abta.com.

21. Material Adverse Events

The Travel Industry is particularly susceptible to events from a national to a global level which can, at short notice, have a material effect on the ability of a Travel Management Company to continue to provide some or all services partially or at all – Material Adverse Events ("MAE"). Examples include, but are not limited to epidemics, pandemics, far-reaching natural disasters (such as large volcanic ash clouds), significant borders being closed or anything that leads to large parts of the global travel system infrastructure becoming unusable. Key Travel prides itself on its ability to act in an agile way in response to such events but nevertheless reserves the right in the case of such an MAE to vary the services it provides and the levels of service it offers acting at all times in a reasonable and proportionate manner and making all reasonable efforts to restore all services and service levels as soon as practically reasonable.



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22. Jurisdiction and Governing Law

These Standard Booking Terms, any supply of the Travel 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. For the avoidance of doubt Customer contracts with Third Party Suppliers directly on the terms and conditions of those Third Party Suppliers for those services provided by those Third Party Suppliers but arranged by Key Travel acting as agent.



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Key Travel Standard Booking Terms

Schedule 1

Data Protection

1. In this Schedule to the Standard Booking Terms, and anywhere else they appear in the Agreement:

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

1.2. 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, reliance on the European Commission deeming the country to have an adequate level of protection and, for transfers to the USA, the EU-US Data Privacy Framework (DPF), UK-US data bridge;

"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 means (i) UK Data Protection Laws; (ii) European Data Protection Laws; and (iii) to the extent applicable, the data protection or privacy laws of any other country; (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;

"European Data Protection Laws" means General Data Protection Regulation (EU) 2016/679 of the European Parliament and the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("**GDPR**") and laws implementing or supplementing the GDPR;

"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 (i) the standard contractual clauses set out in the Commission Implementing Decision (EU) 2021/914 of June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to GDPR, as amended or replaced from time to time by a competent authority under the relevant Data Protection Laws or any set of clauses approved by the European Commission which amends, replaces or supersedes such standard contractual clauses, or (ii) the International Data Transfer Addendum ("**IDTA**") to the EU Standard Contractual Clauses issued by the UK's Information Commissioner under section 119A(1) Data Protection Act 2018;



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as amended or replaced from time to time by a competent authority under the relevant UK Data Protection Laws.;

"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.

"UK Data Protection Laws" means the GDPR as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments, etc.) (EU Exit) Regulations 2019 ("**UK GDPR**"), together with the Data Protection Act 2018 and other data protection or privacy legislation in force from time to time in the United Kingdom;

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 Customer's Personal Data on the documented instructions of the Customer and to the extent required for the purposes of the Standard Booking Terms and 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.

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 have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.



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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 be generally authorised to engage any Sub-processor to process Personal Data.
- 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 DPO@keytravel.com.
- 5.3. In the case of general 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 within 30 working days.
- 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 responsible for its Sub-processor's compliance with the obligations of this Schedule.

6. Data Subject Rights

- 6.1. Key Travel shall 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 with the Customer and take such reasonable commercial steps 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



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- 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 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:
 - 7.1.1. describe the nature of the data breach, including where possible the categories and approximate numbers of data subjects concerned, and the categories and approximate 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 commercial steps as are directed by the Customer to assist in the investigation, mitigation and remediation of each Personal Data Breach.
- 7.3. Key Travel shall not inform any third party of a Personal Data Breach without first obtaining the Customer's prior consent, unless notification is required by law to which Key Travel is subject.

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 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, following the earlier of: (i) cessation of processing of Personal Data by Key Travel; or (ii) termination of the Standard Booking Terms, 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.



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10. Audit Rights

- 10.1. Key Travel shall make available to the Customer on reasonable prior notice the 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 in relation to the processing of Personal Data.
- 10.2. Where such information does not satisfy the requirements of Data Protection Laws and under this schedule, then the Customer may (on prior notice written notice no more than once every 12 months, subject to any mandatory audits performed by a regulator, conduct a reasonable audit during Key Travel's working hours for the purposes of demonstrating compliance with Data Protection Laws and this Schedule; and
- 10.3. provide reasonable co-operation to the Customer in respect of any such audit.
- 10.4. Key Travel shall 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 UK adequacy regulations set out in law; or
 - 11.1.2.2. 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. Restricted Transfers

- 12.1. In relation to EU Restricted Transfers, the Parties hereby enter into Module 2 (Controller to Processor) of the EU SCCs, which are hereby incorporated by reference into this DPA and will come into effect upon the commencement of any EU Restricted Transfer. The Parties make the following selections for the purposes of Module 2 as applicable:
 - 12.1.1. Optional clause 7 (Docking clause) shall apply but optional clause 11(a) (Redress) shall not apply;
 - 12.1.2. For the purposes of clause 9a (Use of sub-processors), option 1: Specific Prior Authorisation of sub-processors shall apply, unless the Existing Agreement gives



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- the Supplier general authority to appoint sub-processors in which cause option 2: General Written Authorisation of sub-processors shall apply. The time period for notice specified in clause 9a shall be 30 days, unless a different time period is provided for in the Existing Agreement in which case that time period shall apply;
- 12.1.3. The supervisory authority for the purposes of clause 13(a) (Supervision) is the Data Protection Commission (Ireland);
- 12.1.4. For the purposes of clause 17 (Governing law) and clause 18 (Choice of forum and jurisdiction) the Parties select the laws, forum and jurisdiction of the Existing Agreement, except where these are not the laws, forum or jurisdiction of an EU Member State, in which case the Parties select Ireland;
- 12.1.5. For the purposes of the Appendix, the description of transfer and the technical and organizational security measures are set out in the Existing Agreement. To the extent the information required by the Appendix to the EU SCCs is not contained in the Existing Agreement, the information set out in Schedule 1 hereto (as applicable) shall apply.
- 12.2. In relation to UK Restricted Transfers, the Parties hereby enter into the UK Addendum which is hereby incorporated by reference into this DPA and shall come into effect upon the commencement of any UK Restricted Transfer. The Parties confirm that the information required for the purposes of Part 1 (Tables) of the UK Addendum is as follows:
- 12.2.1. Table 1 (Parties): The Parties' details are as described in Part A to Schedule 1 to this DPA;
- 12.2.2. Table 2 (Selected SCCs, Modules and Selected Clauses):
- 12.2.2.1. Addendum EU SCCs: the second option is selected (the approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum);
- 12.2.2.2. Module In Operation: Module 2 of the EU SCCs;
- 12.2.2.3. Clause 7 (Docking Clause): applied;
- 12.2.2.4. Clause 9a (Prior authorisation or general authorisation): prior authorisation, unless the Existing Agreement gives the Supplier general authorisation;
- 12.2.2.5. Clause 9a (Time period): 30 days, unless a different time period is provided for in the Existing Agreement in which case that time period shall apply;
- 12.2.2.6. Clause 11 (Option): not applied.
- 12.2.3. Table 3 (Appendix Information): the description of the transfer and the technical and organisational security measures are set out in the Existing Agreement. To the extent the information required by Table 3 is not contained in the Existing Agreement, the information set out in Schedule 1 hereto (as applicable) shall apply; and



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12.2.4. Table 4 (Ending this Addendum when the Approved Addendum Changes): the second option is selected (exporter).

13. Liability

13.1. 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.

14. Costs

14.1. The Customer shall pay any reasonable costs (including for internal and any third party costs) and expenses incurred by Key Travel in meeting the Customer's requests made under Sections 6.2, 7 or 8.



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Key Travel Standard Booking Terms

Schedule 1

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 Travel Services by Key Travel to the Customer.

The duration of the processing will be the term required for the provision of Travel 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 Travel Services to the Customer in accordance with the Standard Booking Terms.

The types of Personal Data to be processed

Passenger data:

- Passport number
- Nationality
- Expiry date
- Issue date
- Gender
- Date of birth
- Traveller name
- Next of Kin Name
- Next of Kin Contact Details

At the request of the Passenger

- Dietary information
- Healthcare data
- Access requirements

Data of employees of the Customer:

- Name
- Contact details *email address, physical address (including postcode and country of residence), telephone number, mobile number*
- *[insert any other types of Personal Data processed by Key Travel]*

The categories of data subject to whom the Personal Data relates

Passengers

Employees of the Customer



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Next of Kin (Emergency Contact)

Customer's obligations and rights

Customer's obligations and rights are set out in this Schedule

ANNEX 2: Technical and Organisational Measures

Key Travel will apply Technical and Organisational Measures in line with the provision of Schedule 1 clause 4.