GlampManager Terms & Conditions

Terms and conditions for the supply of services

1. Interpretation

1.1. The following definitions and rules of interpretation in this condition apply in these terms and conditions (**Conditions**).

GlampManager: is the trading name of CampStead Ltd (NI057746) whose registered office is at Unit 4, 212-218 Upper Newtownards Road, Belfast BT4 3ET.

Contract: the contract between GlampManager and the Customer for the provision of the Services in accordance with these Conditions.

Customer: the person or firm who purchases Services from GlampManager in accordance with the Contract, as named in the Quotation.

Force Majeure Event: an event beyond the reasonable control of GlampManager including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, failure of the internet, failure of connectivity, a hoster failure, failure of third party providers (including but not limited to ISPs, telecommunications providers and third party lessors) or default of suppliers or subcontractors.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Program: the Glampsite Manager software program owned and developed by GlampManager and which it uses in relation to the provision of the Services.

Quotation: the quotation prepared by GlampManager in relation to the Services, setting out the description or specification of the Services.

Services: the services to be provided by GlampManager under the Contract as set out in the Quotation or otherwise as amended from time to time by notice in writing.

1.2. In these Conditions, the following rules of construction shall apply:

1.2.1. a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2. a reference to a party includes its successors or permitted assigns;

1.2.3. a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.4. any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.5. a reference to writing or written includes faxes but not e-mails save to the extent that the contrary intention is stated in these Conditions or in the Quotation.

2. Basis of Contract

2.1. The issue of the Quotation by GlampManager to the Customer constitutes an offer by GlampManager to provide the Services to the Customer in accordance with the Quotation together with these Conditions.

2.2. Payment by the Customer shall constitute acceptance by the Customer of these Conditions, at which point and on which date the Contract shall come into existence (Commencement Date).

2.3. GlampManager shall be entitled in its absolute discretion to withdraw, revoke or amend its offer and/or any aspect of the Quotation prior to the Commencement Date.

2.4. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate and shall prevail over any inconsistent terms or conditions contained, or referred to, in any purchase order, confirmation of order, acceptance of a quotation or specification or other document supplied by the Customer from time to time, or which might otherwise be implied by trade, custom, practice or course of dealing. This Condition is subject to any amendments made in accordance with Conditions 14 and 15 below.

2.5. Unless stated otherwise in the Quotation, any quotation or price quote given by GlampManager in its Quotation shall only be valid for a period of 20 days from the date of the Quotation.

3. Duration and renewal

3.1. Unless expressly provided to the contrary in the Quotation, the Contract shall commence on the Commencement Date. Customers who purchase:

    3.1.1. a monthly subscription, the initial term shall end on the date which falls 1 (one) month after the Commencement Date. Subject to the following provisions of this Condition 3, the Contract shall renew automatically at the end of the initial term and the end of each subsequent period of 1 (one) calendar month.

    3.1.2. a yearly subscription, the initial term shall end on the date which falls 12 (twelve) months after the Commencement Date. Subject to the following provisions of this Condition 3, the Contract shall renew automatically at the end of the initial term and the end of each subsequent period of 12 (twelve) calendar months

3.2. If either Party does not want the Contract to renew automatically at the end of the initial term or any subsequent term, it must give to the other Party written notice of this fact at least 1 (one) month prior to the end of the relevant term.

3.3. Notwithstanding any other provision of the Contract, GlampManager may choose to terminate the Contract at the end of the term if there are any amounts outstanding from the Customer at the end of the term.

3.4. If the Contract is renewed, it shall be renewed on the basis of the version of these Conditions which is in force as at the date of renewal, subject always to any variations made in accordance with Conditions 14 and 15.

4. Supply of the Services

4.1. GlampManager shall use reasonable endeavours to provide the Services, materially in accordance with the Quotation.

4.2. GlampManager shall use all reasonable endeavours to meet any dates for performance or completion of the Services set out in the Quotation but the Customer recognises that any such dates or timescales shall be estimates only and time shall not be of the essence for the performance of the Services.

5. Customer's Obligations

5.1. The Customer shall:

    5.1.1. ensure that the terms of, and the details set out in, the Quotation are complete and accurate in all respects;

    5.1.2. ensure that all details and data are complete and accurate (including but not limited to charges, rates and tariffs) before launch;

    5.1.3. co-operate with GlampManager in all matters relating to the Services;

    5.1.4. provide GlampManager, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, with access to the Customer's premises, office accommodation, data and other facilities as required by GlampManager; and

    5.1.5. provide to GlampManager, in a timely manner, with such information and materials as GlampManager may require and ensure that it is accurate.

5.2. The Customer acknowledges that:

    5.2.1. it shall be responsible for ensuring that all necessary arrangements with third parties are in place (including but not limited to arrangements with third parties in relation to the establishment of merchant accounts to facilitate online bookings and payments);

    5.2.2. it shall be responsible for ensuring that its computer and IT equipment is safe and secure and that all appropriate precautions have been taken to ensure the security of information taken, entered or held (including but not limited to ensuring that appropriate ant-virus and firewall arrangements are in place) at all times; and

    5.2.3. GlampManager has no responsibility in relation to the detection or prevention of fraud by anyone placing booking with the Customer or in relation to the Customer's services or accommodation (including but not limited to card fraud or key logging devices) and that the Customer shall ensure that appropriate fraud detection or prevention mechanisms are put in place and that none of these shall form part of the Services.

5.3. If GlampManager's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or any failure by the Customer to perform any relevant obligation (Customer Default):

    5.3.1. GlampManager shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Customer Default; and

    5.3.2. the Customer reimburse GlampManager in written demand for any costs or losses sustained or incurred by GlampManager arising directly or indirectly from the Customer Default.

5.4. The Customer shall not, without the prior written consent of GlampManager, at any time from the Commencement Date to the expiry of 12 months after the last date of supply of the Services, solicit or entice away from GlampManager or

employ (or attempt to employ) any person who is, or has been, engaged as an employee, consultant or subcontractor of GlampManager in the provision of the Services.

6. Charges and Payment

6.1. The charges payable by the Customer for the Services shall be as set out in the Quotation (Services Fee) and the Customer agrees to pay GlampManager in accordance with the detailed terms of payment set out in the Quotation.

6.2. Unless expressly stated to the contrary in the Quotation:

6.2.1. The Services Fee is stated exclusive of VAT. The Customer shall pay VAT in relation to the Services at the applicable rate.

6.2.2. The Services Fee excludes any expenses incurred by GlampManager or its employees in connection with the performance of the Services (including but not limited to travelling expenses, accommodation costs, subsistence and any other ancillary expenses reasonably incurred in connection with the performance of the Services. Such expenses may be invoiced by GlampManager to the Customer at cost.

6.2.3. The Customer shall pay each invoice submitted to it by GlampManager, in full and in cleared funds, within 30 (thirty) calendar days of receipt to a bank account nominated in writing by GlampManager.

6.3. Without prejudice to any other right or remedy that it may have, if the Customer fails to pay GlampManager on the due date, GlampManager may:

6.3.1. charge interest on such sum from the due date for payment at the annual rate of 5% above the base lending rate from time to time of Barclays Bank PLC, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Customer shall pay the interest immediately on demand. Notwithstanding the foregoing, GlampManager reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended); and

6.3.2. suspend all Services until payment has been made in full.

6.4. Time for payment shall be of the essence of the Contract.

6.5. All sums payable to GlampManager under the Contract shall become due immediately on its termination, despite any other provision. This Condition 6.5 is without prejudice to any right to claim for interest under the law, or any such right under the Contract.

6.6. GlampManager may, without prejudice to any other rights it may have, set off any liability of the Customer to GlampManager against any liability of GlampManager to the Customer.

6.7. GlampManager reserves the right to charge the Customer for any costs, fees and charges including any internal administration costs incurred by GlampManager in any activity required to recover any payment not made by the Customer, or any action required following default by the Customer in observing these Conditions.

7. GlampManager's Intellectual Property Rights and licence to use

7.1. GlampManager agrees to grant to the Customer with effect from the Commencement Date a non-exclusive, non-transferable licence for the Customer to use the Program to such extent as is necessary to enable the Customer to utilise the Services.

7.2. The Customer acknowledges and agrees that all Intellectual Property Rights and all other similar or proprietary rights in the Program and the source code belong to GlampManager absolutely.

7.3. The Customer acknowledges and agrees that all Intellectual Property Rights and all other similar or proprietary rights in or arising out of or in connection with the Services shall be owned by GlampManager absolutely.

7.4. Should the Contract terminate, expire or otherwise come to an end, the licence granted by GlampManager under this Condition shall terminate with automatic effect.

7.5. The Program may not be used the Customer otherwise than in accordance with the instructions and directions for use issued by GlampManager from time to time.

7.6. The licence granted by GlampManager under this Condition is personal to the Customer and shall not be capable of being assigned, transferred, charged or otherwise dealt with by the Customer. The Customer shall not be entitled to grant any sub-licence or similar rights in relation to this licence.

7.7. GlampManager shall grant to the Customer. GlampManager may suspend this licence if the Customer fails to make any payment to GlampManager when due. If the Contract is terminated or otherwise expires, this licence shall immediately and automatically expire.

8. The Customer's Intellectual Property Rights

8.1. The Customer agrees to grant to GlampManager a licence to use any Intellectual Property Rights owned or enjoyed by the Customer in connection with the performance by GlampManager of the Services (including but not limited to a right to use any images, logos, trade marks or other Intellectual Property Rights owned or enjoyed by the Customer on any website or page hosted by GlampManager in relation to the Services).

8.2. The Customer agrees to indemnify GlampManager against any and all losses, claims, actions, proceedings, complaints, damages, costs, expenses or other liabilities which may be

asserted or instituted against or otherwise suffered by GlampManager (wherever in the world asserted, instituted or suffered) which relate to or involve the infringement (or alleged infringement) of any Intellectual Property Rights or other rights of a third party by any Intellectual Property Rights licensed (or purported to be licensed) by the Customer to GlampManager by (Third Party Claim) (whether or not the Third Party Claim is ultimately successful).

9. Confidentiality

9.1. Both parties, the Customer and GlampManager, shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed by one party to the other party, its employees, agents, consultants or subcontractors and any other confidential information concerning the party's business or its products which the other party may obtain.

9.2. Either party may disclose such information:

9.2.1. to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the party's obligations under the Contract; and

9.2.2. as may be required by law, court order or any governmental or regulatory authority.

9.3. Each party shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this Condition 9.

9.4. Neither party shall use any such information for any purpose other than to perform its obligations under the Contract.

9.5. All materials, equipment and tools, drawings, specifications and data supplied by GlampManager to the Customer in connection with this Contract shall, at all times, be and remain the exclusive property of GlampManager, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to GlampManager, and shall not be disposed of or used other than in accordance with GlampManager's written instructions or authorisation.

10. Limitation of Liability

10.1. This Condition 10 sets out the entire financial liability of GlampManager (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer in respect of:

10.1.1. any use made by the Customer of the Services or the Program;

10.1.2. any breach of the Contract and any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

10.2. For the avoidance of doubt, any Deliverable (including any report issued by GlampManager in connection with the Services) is provided subject to these Conditions, in particular this Condition 10.

10.3. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

10.4. Subject to Condition 10.5:

10.4.1. GlampManager shall not be liable to the Customer for loss of profit, loss of business, loss of contract, loss of data, loss of revenue or depletion of goodwill and/or similar losses in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract;

10.4.2. GlampManager'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 the Contract shall be limited to the Contract price.

10.5. Nothing in these Conditions limits or excludes the liability of GlampManager for death or personal injury resulting from negligence or for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by GlampManager.

11. Termination

11.1. Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other on giving the other party written notice if:

11.1.1. the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 7 (seven) calendar days after being notified in writing to make such payment; or

11.1.2. the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 calendar days of that party being notified in writing of the breach (and the parties acknowledge and agree that any breach of Conditions 6, 7 and 8 and shall constitute a material breach for the purposes); or

11.1.3. any of the following occurs:

(a) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case,

within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or

(b) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or

(c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(d) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party; or

(e) a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver or a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or

(f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 calendar days; or

(g) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Conditions 11.1.3(a) to (f) (inclusive); or

(h) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

11.2. On termination of the Contract for any reason:

11.2.1. the Customer shall immediately pay to GlampManager all of GlampManager's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, GlampManager may submit an invoice, which shall be payable immediately on receipt;

11.2.2. the Customer shall, within a reasonable time, return any equipment, materials or other property belonging to GlampManager (if any). If the Customer fails to do so, then GlampManager may enter the Customer's premises and take possession of them. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping; and

11.2.3. the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

11.3. The following Conditions shall survive the termination or expiry of the Contract and continue in full force and effect: Conditions 8.2, 9, 10 and 21.

12. **Force Majeure**

GlampManager shall have no liability to the Customer under the Contract if it is prevented from, hindered in or delayed in performing, its obligations under the Contract or from carrying on its business by any Force Majeure Event.

13. **Improvements and new Services**

13.1. GlampManager may from time to time inform the Customer of the availability of new services which can be provided in addition to the Services, or improvements or upgrades to the Program and/or to the Services, or software which adds or upgrades functionality and which we believe might be of interest to you. Should we do so, we will inform you of these options and the price and terms on which we would be prepared to make these available to you.

13.2. GlampManager shall be entitled to offer such options to the Customer in addition to the existing Services and/or licence to use the Program on such terms as it wishes.

13.3. The Customer shall not be entitled to the benefit of these new services and/or improvements, and they shall not form part of the Services, unless and until the parties have agreed in writing that these are to be provided as part of the Services and the terms and conditions on which these are to be provided.

14. **Compliance changes**

GlampManager may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements.

15. Changes to these Conditions

15.1. GlampManager may vary these Conditions from time to time either by giving to the Customer notice in writing (which may include giving notice by e-mail) or by publishing them on its website. GlampManager asks the Customer to check the Conditions on the website periodically to ensure that it is aware of the applicable Conditions at all times.

15.2. Subject to Conditions 3.4, 14 and 15.1 no variation of the Contract or these Conditions shall be valid unless it is in writing and signed by or on behalf of each of the parties.

16. Waiver

16.1. A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

16.2. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

17. Severance

17.1. If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract and the validity and enforceability of the other provisions of the Contract shall not be affected.

17.2. If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

18. Entire Agreement

18.1. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of GlampManager which is not set out in the Contract. Any samples, drawings, descriptive matter or advertising issued by GlampManager and any descriptions or illustrations contained in GlampManager's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or any other contract GlampManager and the Customer for the supply of the Services

18.2. Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract).

18.3. Nothing in this Condition shall limit or exclude any liability for fraud.

19. Assignment and change of control

19.1. The Customer shall not, without the prior written consent of GlampManager, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

19.2. GlampManager shall be entitled to terminate the Contract by notice in writing if there is a change of control of the Customer (as defined in section 1124 of the Corporation Tax Act 2010).

20. General

20.1. Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

20.2. Each party that has rights under the Contract is acting on its own behalf and not for the benefit of another person.

20.3. A person who is not a party to the Contract shall not have any rights under or in connection with it.

20.4. Any notice or other communication required to be given under the Contract shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party and for the attention of the person specified by the relevant party by notice in writing to the other party. Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address and for the contact referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed. This Condition shall not apply to the service of any in any proceedings or other documents in any legal action.

20.5. A notice or other communication required to be given under or in connection with the Contract shall not be validly served if sent only by e-mail.

21. Governing Law and Jurisdiction

21.1. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with the law of Northern Ireland.

21.2. The parties irrevocably agree that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter.

Data Processing Addendum

INTRODUCTION AND SCOPE

A) GlampManager is the trading name of CampStead Ltd (Company Number NI057746) which has developed a software programme called GlampManager and uses this in relation to providing services to the Customer (as defined in the Agreement). This purpose of this Data Processing Addendum (the "**Addendum**") is to address the parties' compliance obligations under the Data Protection Legislation and it forms part of the contract to which this Addendum is annexed.

B) The terms of the Addendum shall apply from whichever is the latter of the 25 May 2018 or the date of the Agreement (the "**Effective Date**"). From the Effective Date the terms of the Addendum shall replace and take precedence over all previous data protection, privacy and security provisions contained within the Agreement.

C) Except as set out in the Addendum the Agreement shall remain unchanged and in full force and effect.

D) Definitions set out in the Agreement shall also apply in this Addendum unless the context otherwise expressly requires.

E) All references in this Addendum to clauses are to clauses in this Addendum unless otherwise stated.

DEFINITIONS

Agreement: the contract formed pursuant to the terms and conditions for the supply of services to which this Addendum forms part of and is annexed to;

GlampManager Programme means the software programme called GlampManager owned and developed by GlampManager and used in the provision of the Services;

GlampManager Personnel: means all directors, officers, employees, agents, consultants and contractors of GlampManager engaged in the performance of its obligations under this Agreement;

CampStead Reviews: means the optional functionality of the GlampManager Programme by which at any time the Customer can instruct GlampManager to contact its customers for the purpose of obtaining customer feedback in relation to a booking;

Data Controller: takes the meaning given in GDPR and, for the purposes of this Agreement, is the Customer;

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement;

DPA 2018: Data Protection Act 2018;

Data Processor: takes the meaning given in GDPR and, for the purposes of this Agreement, is GlampManager;

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;

Data Protection Legislation: (i) the GDPR, the LED and any applicable national implementing laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

Data Subject Access Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

GDPR: the General Data Protection Regulation *(Regulation (EU) 2016/679);*

Law: means any law, subordinate legislation within the meaning of Section 21(1) of the

Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the

European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which GlampManager is bound to comply;

LED: Law Enforcement Directive *(Directive (EU) 2016/680);*

Personal Data: takes the meaning given in the GDPR;

Party: a Party to this Agreement;

Protective Measures: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;

Services means the provision of the GlampManager Programme owned and developed by GlampManager used in relation to the provision of the Services as set out in the quotation provided to the Customer; and

Sub-processor: any third Party appointed to process Personal Data on behalf of GlampManager related to this Agreement.

1. DATA PROTECTION

1.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller and GlampManager is the Data Processor. The only processing that GlampManager is authorised to do is listed in the Schedule or as otherwise instructed by the Customer and may not be determined by GlampManager.

2. RESPONSIBILITIES OF GLAMPMANAGER

2.1. GlampManager shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.

2.2. GlampManager shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:

(a) a systematic description of the envisaged processing operations and the purpose of the processing;

(b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;

(c) an assessment of the risks to the rights and freedoms of Data Subjects; and

(d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

2.3. GlampManager shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

(a) process that Personal Data only in accordance with the Schedule, unless GlampManager is required to do otherwise by Law. If it is so required GlampManager shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;

(b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:

(i) nature of the data to be protected;

(ii) harm that might result from a Data Loss Event;

(iii) state of technological development; and

(iv) cost of implementing any measures;

(c) ensure that:

(i) GlampManager Personnel do not process Personal Data except in accordance with this Agreement (and in particular the Schedule);

(ii) GlampManager shall restrict access to Personal Data by GlampManager Personnel to those that are

reasonably required to have that access in order for GlampManager to provide the Services; and

(iii) it takes all reasonable steps to ensure the reliability and integrity of any GlampManager Personnel who have access to the Personal Data and ensure that they:

(A) are aware of and comply with GlampManager's duties under this clause;

(B) are subject to appropriate confidentiality undertakings with GlampManager or any Sub-processor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

(d) not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

(i) the Customer or GlampManager has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) GlampManager complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and

(iv) GlampManager complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

(e) at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless GlampManager is required by Law to retain the Personal Data.

2.4. Subject to clause 2.5, GlampManager shall notify the Customer immediately if it:

(a) receives a Data Subject Access Request (or purported Data Subject Access Request);

(b)   receives a request to rectify, block or erase any Personal Data;

(c)   receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(d)   receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;

(e)   receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

(f)   becomes aware of a Data Loss Event.

2.5.   GlampManager's obligation to notify under clause 2.4 shall include the provision of further information to the Customer in phases, as details become available.

2.6.   Taking into account the nature of the processing, GlampManager shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 2.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:

(a)   the Customer with full details and copies of the complaint, communication or request;

(b)   such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

(c)   the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;

(d)   assistance as requested by the Customer following any Data Loss Event;

(e)   assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.

2.7.   GlampManager shall maintain complete and accurate records and information to demonstrate its compliance with this Addendum.

2.8.   GlampManager shall allow for audits of its data processing activity by the Customer or the Customer's designated auditor.

3.   **RESPONSIBILITIES OF THE CUSTOMER**

3.1.   The Customer acknowledges that GlampManager must process the Personal Data of its customers in order to provide the Services.

3.2.   The Customer warrants and represents that all instructions given by the Customer to GlampManager in respect of the Personal Data shall at all times be in accordance with the Data Protection Legislation.

3.3.   The Customer shall take all such steps as are necessary under the Data Protection Legislation to ensure that the transfer of its customer's Personal Data to GlampManager is lawful which may include issuing appropriate privacy notices.

3.4.   The Customer acknowledges that GlampManager does not control the nature of the processing of its customer's Personal Data and that it is the responsibility of the Customer to ensure that the Personal Data is adequate, accurate and lawfully held in accordance with the Data Protection Legislation.

3.5.   If the Customer uses CampStead Reviews then it is the responsibility of the Customer to ensure that its customers are made aware of the intention to seek feedback from them by maintaining appropriate contractual documentation and privacy notices.

4.   **USE OF SUB-PROCESSORS**

4.1.   The Customer provides its consent for GlampManager to use Sub-processors as is necessary for the delivery of the Services.

4.2.   Before allowing any Sub-processor to process any Personal Data related to this Agreement, GlampManager must:

(a)   Where required by law notify the Customer in writing of any intended changes concerning the addition or replacement of a Sub-processor;

(b)   enter into a written agreement with the Sub-processor which places on them equivalent data protection obligations as those set out in this Addendum; and

(c)   provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.

4.3.   GlampManager shall remain fully liable for all acts or omissions of any Sub-processor.

SCHEDULE – PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. **GlampManager shall comply with any further written instructions with respect to processing by the Customer.**

2. **Any such further instructions shall be incorporated into this Schedule.**

Description	Details
Subject matter of the processing	*The personal information of the Customer's clients and customers which is entered onto the GlampManager Programme.*
	Personal Data is placed on the GlampManager Programme in a number of ways, such as:
	1. Online bookings via Customer website
	When booking online for the first time, a customer is required to enter their information to create an account. During this process, they are presented with an option to opt-in to receiving future marketing information.
	2. Manual bookings taken over the phone or on spec
	Explicit opt in consent to future marketing to be obtained by the Customer if required.
	3. Imported from a previous system
	Customer to ensure that all Personal data is held on a lawful basis.
	4. Data imported from other integrated systems
	If Customer is integrated with 3rd parties, such as Hoseasons, Pitchup, Booking.com etc, when a booking is received, customer data is imported into the GlampManager Programme. Customer to ensure that all Personal data is held on a lawful basis.
	5. Manually created
	A customer recorded can be entered into the GlampManager Programme at any time. The Customer is in control of what data is put on the GlampManager Programme and the Customer must ensure that all Personal data is held on a lawful basis.
CampStead Reviews	*If requested by the Customer CampStead Ltd will contact the customer inviting them to leave a review for the legitimate purposes of obtaining customer feedback. This is the only instance in which CampStead Ltd can use the Data Subject's Personal Data. If CampStead Ltd wishes to remarket to these individuals then at this point CampStead Ltd would become a data controller and would be responsible for obtaining the necessary consent of the Data Subject.*
Duration of the processing	*For the duration of the Agreement.*
Nature and purposes of the processing	*Personal Data is processed generally on the basis of one or more of the below:*
	1. processing is necessary for the performance of a contract to which the Data Subject is a party or in order to take steps at the request of the Data Subject prior to entering into a contract;
	2. processing is necessary for the purposes of the legitimate interests of the Data Controller or by a third party, such interests not being overridden by the interests or fundamental freedoms of the Data Subject; or
	3. The Data Subject has given consent to the processing of his or her Personal Data for one or more specific purposes.
Type of Personal Data	*Name, address, date of birth, nationality, car registration, telephone number, fax number, IP address, email address and any other personal data contained in customer emails held in relation to bookings made through the GlampManager Programme.*
Categories of Data Subject	*Clients and customers of the Customer*
Plan for return and destruction of the data once the processing is complete UNLESS there is a requirement under union or member state law to preserve that type of data	*The Customer has full access to and control of the Personal Data held on the GlampManager Programme. Should any assistance be required from GlampManager this can be provided as is necessary*