

LANGUAGE TRAVEL TOURS
WHOLESALE SUPPLY AGREEMENT

COMMENCEMENT DATE: 1st June 2023

BETWEEN:

- (1) **Clare Plaister-Botterill, acting as Language Travel Tours or LTT, and**
- (2) **[Insert Company Name]** a company registered in **[insert country]** under company number **[insert]** whose registered office is at **[insert address]** (the “**Client**”);

each referred to in this Agreement as a “**Party**”, or together as the “**Parties**”.

WHEREAS:

- (A) LTT is an inbound travel tour company acting as an agent for tour operators within EEA sourcing accommodation with host families.
- (B) The Client is a travel operator within the **[UK OR EEA]** wishing to purchase accommodation and ground arrangements from LTT for incorporation into its tours, which it will sell as a principal to its own Customers, inclusive of students and student groups.
- (C) LTT wishes to provide services to the Client and the Client wishes to obtain the services of LTT, pursuant to this Wholesale Supply Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS & INTERPRETATION

1.1 In this Agreement, the following words and expressions shall have the following meanings:

Applicable Laws	means all applicable laws, statutes, regulations, rules, requirements of any regulatory, governmental or quasi-governmental body or agency and codes of practice from time to time in force and applicable to this Agreement, including the Data Protection Legislation and Directive (EU) 2015/2302 where applicable to the Client.
Balance Due Date	means the date on or by which the full cost of the Ground Arrangements must be paid to LTT in accordance with Schedule 1 or under any alternative applicable payment terms notified to the Client by LTT.
Business Day	means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Confidential Information	means all and any commercial, financial, marketing, technical or other information, know-how or trade secrets in any form or medium belonging to or disclosed by one of the Parties or obtained under or in connection with this Agreement (whether disclosed or obtained before or after the date of this Agreement), together with any copies, summaries of, or extracts from, such information in any form or

	medium or any part(s) of this information and which is designated as confidential or which is manifestly confidential.
Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures	have their respective meanings given to them in the Data Protection Legislation in force at the time.
Ground Arrangements	means the ground arrangements in the United Kingdom such as host family accommodation, lessons, cultural sessions and activities, for groups, students and individuals and other travel services, together with any other services from time-to-time which LTT shall supply to the Client in accordance with the terms of this Agreement.
Customer	means the person(s) or any of them who purchase any Ground Arrangement from the Client or on whose behalf any Ground Arrangements is/are purchased and/or any substitute for that person, including but not limited to students and/or student groups based within the EEA.
Data Protection Legislation	means <ul style="list-style-type: none"> a. to the extent the UK Data Protection Legislation applies, the law of the United Kingdom or of a part of the United Kingdom. b. to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Parties are subject; and c. and any other European Union or United Kingdom legislation, relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a Party.
Deposit	means the advance partial payment due from Customers for Ground Arrangements in accordance with Schedule 1 or under any alternative applicable payment terms notified to the Client by LTT.
EEA	means the European Economic Area.
EU GDPR	means the General Data Protection Regulation (EU 2016/679) as it has effect in EU law.
Intellectual Property Rights	means all patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world.
Net Price	means the price specified and/or quoted by LTT (and identified as

	the 'Net Price' by LTT at the time of booking.
Standard Contractual Clauses	means the standard contractual clauses published by the Commission or such other equivalent clause as may be approved or amended from time to time under Article 46 of UK GDPR.
UK Data Protection Legislation	shall mean all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Commissioner or other relevant regulatory authority and which are applicable to a party.
UK GDPR	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018).

- 1.2 This Agreement shall be binding on, and ensure to the benefit of, the Parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any Party shall include that Party's personal representatives, successors and permitted assigns.
- 1.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.4 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time.
- 1.5 A reference to **writing** or **written** includes email but not fax.
- 1.6 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- 1.7 A reference to **this Agreement** or to any other agreement or document referred to in this Agreement is a reference of this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.
- 1.8 References to **clauses** and the **Appendix** are to the clauses and the Appendix of this Agreement.
- 1.9 The Appendix forms a part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Appendix.
- 1.10 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. THE SERVICES

- 2.1 LTT shall supply to the Client the Ground Arrangements and any other arrangements as requested by the Client and agreed between the parties in writing.
- 2.2 LTT appoints the Client as its appointed wholesaler to resell the Ground Arrangements to its own Customers as principal in its contracts with the Customers on the terms of this Agreement.

- 2.3 LTT will ensure performance of the Ground Arrangements with reasonable skill, care and diligence, and that all personnel provided by LTT in connection with the provision of the Ground Arrangements will be appropriately qualified and capable of performing competently the work or jobs for which they are employed.
- 2.4 LTT shall ensure that the Ground Arrangements comply with all Applicable Laws, so far as applicable.
- 2.5 The Client acknowledges that LTT sells the Ground Arrangements to different clients, including but not limited to, tour operators, travel agents and group operators on a non-exclusive basis and nothing in this Agreement confers or is intended to confer any kind of exclusivity arrangement with the Client.

3. COMMENCEMENT AND DURATION

This Agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with clauses 5.2 (Charges and Payment) and 11 (Termination).

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 Provided that LTT has agreed in writing, in advance to the Client doing so, the Client may refer to or feature the Ground Arrangements on its own website and/or in any brochure or other marketing materials. The Client must ensure it obtains LTT's prior written approval of all information, data, text, images/ photographs and other material relating to the Ground Arrangements placed on its website and/or in any brochure or other marketing materials and that all such information and materials are accurate, clear and complete.
- 4.2. The Client acknowledges that all Intellectual Property Rights relating to use of LTT's company name, trading names and trademarks and all Intellectual Property Rights in all information, text, images and/or materials supplied by LTT to the Client in relation to the Ground Arrangements and this Agreement belong to LTT or its licensors.
- 4.3. Other than as expressly provided for in this Agreement, the Client shall not, without obtaining LTT's prior written consent, use LTT's company names, trading names, trademarks or logos in any form of advertising, marketing or publicity (including but not limited to paid listings in search engines, meta tags, keywords, or links) or otherwise in connection with any PPC (pay per click) or SEO (search engine optimisation) activities. The Client agrees that unless expressly permitted under this Agreement it shall do nothing which is intended to, or may, influence the results for internet searches involving LTT's company name, trading names or trademarks.
- 4.4. The Client shall not seek to register any Intellectual Property Rights on behalf of LTT without LTT's express written consent or do or omit to do or authorise any third party to do or to omit to do, anything which could invalidate or be inconsistent with LTT's Intellectual Property Rights.
- 4.5. The Client acknowledges that all Intellectual Property Rights and other proprietary rights in all specifications, working methods, profile forms, files and contents, software, systems, applications, technology (including, but not limited to, any booking system used by LTT and all configuration, implementation, enhancement, and development work undertaken (if any) for the Client), databases, used, produced, procured or provided by LTT, its employees, agents or sub-contractors from time to time for the purposes of this Agreement belong to LTT or its licensors. The Client acknowledges that nothing in this Agreement shall give the Client any right, title or interest in or to such Intellectual Property Rights.
- 4.6. Unless the Parties mutually agree otherwise in writing, the Client's rights under this clause 4 shall terminate automatically upon termination or expiration of this Agreement.

5. CHARGES & PAYMENT

- 5.1 Subject to clauses 5.2 and 5.23 below, LTT shall supply the Ground Arrangements at the price(s) set out in Schedule 1. All sums payable under this Agreement are exclusive of any value added tax or other applicable sales tax, which shall be added to the sum in question. A sales or value added tax

invoice shall be provided against any payment if required by the Applicable Law. All prices are non-commissionable.

- 5.2 The price(s) set out in Schedule 1 shall apply for the period stated in Schedule 1. No later than 6 months prior to expiry of such period, LTT shall notify the Client in writing of the price(s) which shall apply following expiry of the period ("**Price Review Notification**"). Unless the Client notifies LTT in writing within 3 of the date of the Price Review Notification that it objects to the proposed new price(s) (in which case the Client may give notice in writing to LTT that it wishes to terminate this Agreement with effect from the expiry of such period), the prices set out in the Price Review Notification shall apply. This clause 5.2 shall continue to apply upon expiry of each successive period.
- 5.3 LTT reserves the right to make adjustments to the agreed prices for reasons including but not limited to currency and exchange rates fluctuations; changes in transportation costs, including the cost of fuel; and changes to tax rates, dues or other fees such as landing taxes or embarkation or disembarkation fees at ports and airports. Furthermore, LTT reserves the right to correct any errors in the prices of confirmed bookings.
- 5.4 LTT shall invoice the Client in accordance with the procedure set out in Schedule 1 or otherwise agreed between the parties. The Client shall pay the invoice in accordance with the payment provisions as set out in Schedule 1 or as otherwise agreed.
- 5.5 LTT shall have right to charge the Client interest on any outstanding sum due under this Agreement from the date on which such sum was due until actual payment at the rate of 4 per cent per annum above the base rate of Barclays Bank PLC prevailing on the due date of payment. The Client shall pay the interest together with the overdue amount.
- 5.6 All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 5.7 Time is of the essence in relation to payments made by the Client to LTT.

6. OBLIGATIONS OF THE CLIENT

- 6.1 The Client undertakes and warrants to LTT that it shall at all times during this Agreement:
 - 6.1.1. ensure that its obligations under this Agreement shall be performed by competent persons with appropriate levels of qualification and experience and with reasonable diligence, skill and care;
 - 6.1.2. use its best endeavours to promote the sale of the Ground Arrangements to the Customers;
 - 6.1.3. employ a sufficient number of suitably qualified personnel to ensure the proper fulfilment of the Client's obligations under this Agreement;
 - 6.1.4. not adopt or use, otherwise than in accordance with the provisions of this Agreement, any trademarks, brand names or other marks used by LTT;
 - 6.1.5. not perform its obligations under this Agreement in any manner which is inconsistent with this Agreement or which in the reasonable opinion of LTT is prejudicial to the reputation of LTT;
 - 6.1.6. comply with all Applicable Laws;
 - 6.1.7. insure at its own cost with a reputable insurance company all Ground Arrangements as required by the Applicable Laws and produce to LTT on demand full particulars of that insurance and the receipt for the then current premium;
 - 6.1.8. pay or ensure payment on the due date to LTT of all sums due to LTT for sales of the Ground Arrangements;
 - 6.1.9. obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable LTT to provide the Ground Arrangements; and

6.1.10. not represent itself as an agent of LTT, or pledge LTT's credit, or give any condition or warranty, or make any representation, on LTT's behalf or commit LTT to any contracts or otherwise incur any liability on behalf of LTT.

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

7. CANCELLATION

7.1 In the event the Client wishes to cancel or amend the Ground Arrangements or part thereof, the Client must give LTT notice in writing and pay the applicable cancellation and/or amendment charges set out in Schedule 1 unless otherwise agreed between the parties in writing, at the time of booking.

7.2 Subject to clause 7.3 below, if the Ground Arrangements, or any part thereof, cannot be provided by LTT, it shall:

7.2.1. notify the Client as soon as reasonably possible;

7.2.2. enter into good faith discussions with the Client regarding the relevant Ground Arrangements; and

7.2.3. comply with the Client's reasonable instructions concerning alternative services where this has been agreed by the parties in writing, including the option of replacement services and/or refunds.

7.3 LTT reserves the right to cancel or amend the Ground Arrangements without any liability where:

7.3.1 the Ground Arrangements cannot be supplied or cannot be supplied as described or agreed due to circumstances beyond its control (including force majeure) or the control of the applicable third-party suppliers; and/or

7.3.2 the Client has failed to make payment by the applicable due date.

8. COMPLAINTS

8.1 Should the Client or any of its Customers encounter any issue or problem with the Ground Arrangements; the Client must contact LTT immediately in writing who will endeavour to assist. Where possible, all such issues or problems should also be raised directly with the third-party supplier at the time of arising, to enable investigations to take place and remedies (where possible / appropriate) to be implemented.

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

8.3 In the event of a written complaint being made to the Client by any of its Customers in accordance with the above, relating to LTT and in particular the inadequacy or non-provision of the Ground Arrangements, the Client must notify LTT in writing of any such claim or complaint immediately upon receipt and in any event, no later than three (3) months following the provision of the Ground Arrangements.

8.4 Following investigation, LTT shall advise the Client of its decision and/or the amount of compensation(s) agreed (if any) to the Client in writing. LTT shall pay such amounts to the Client as agreed between the parties. It is understood that the Client shall not deduct the amounts relating to compensations from payments due by the Client in accordance with clause 4, except where expressly agreed between the parties in writing.

8.5 The Client acknowledges and accepts that LTT is under no obligation to honour any compensation already proposed or granted by the Client to its Customer(s).

8.6 If such complaints are not made within the period specified in 8.3, LTT shall have no liability for such complaint.

9. LIABILITY

9.1 Subject to 9.3, this clause 9 sets out the entire financial liability of LTT (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client:

9.1.1 arising under or in connection with this Agreement (including under any indemnity); and

9.1.2 in respect of any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this Agreement;

9.2 Except as expressly and specifically provided in this Agreement, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by Applicable Law, excluded from this Agreement.

9.3 Nothing in this Agreement excludes the liability of either party:

9.3.1 for death or personal injury caused by that party's negligence;

9.3.2 for fraud or fraudulent misrepresentation; or

9.3.3 for any other liability which cannot be excluded or limited as a matter of law.

9.4 Subject to clause 9.3:

9.4.1 LTT shall not be liable whether in tort (including for negligence or breach of statutory duty), contract (including under any indemnity), misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss costs, damages, charges or expenses however arising under this Agreement; and

9.4.2 LTT's total aggregate liability in contract (including under any indemnity), tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the amount of Net Prices paid to LTT by the Client during the 12 months preceding the date on which the claim arose.

10. INDEMNITY

10.1. Each party agrees to keep the other indemnified against and for the full amount of all claims, liabilities, demands, damages, costs (including legal costs), expenses, fines and all other sums of whatever nature which that other party reasonably incurs or becomes liable for as a result of the act(s) and/or omission(s) of the party at fault committed in breach of and/or outside the scope of this Agreement or otherwise without the authority of the other party.

10.2. In the event of a third-party claim, the Client shall:

(a) as soon as reasonably practicable give written notice of the third-party claim to LTT, specifying in reasonable detail the nature of the claim;

(b) keep LTT reasonably informed of the progress of the third-party claim and of any material developments in relation to the third party claim;

(c) if requested by LTT, provide to LTT (at the Client's expense) copies of any material correspondence or other documents relating to the third-party claim (subject to legal

- (d) professional privilege and any obligations of confidence that are binding on the Client); and
- (d) use reasonable endeavours to consult with LTT regarding the conduct of the third-party claim.

10.3. Subject to clause 10.1., the Client shall not agree any compromise or settlement, or make any payment in relation to, a third party claim without the prior written consent of LTT, such consent not to be unreasonably withheld or delayed, provided that nothing in this clause shall prevent the Client from agreeing (or permitting to be agreed) any compromise or settlement, or from making (or permitting to be made) any payment in respect of a third party claim if the Client acting reasonably considers that a failure to do so would be materially prejudicial to its interests, or would otherwise damage the goodwill of its business.

11. TERM AND TERMINATION

11.1 LTT may terminate this Agreement immediately on written notice if the Client fails to make any undisputed payments in full to LTT, when due under this Agreement and the Client has failed to remedy this non-payment within a period of 14 (fourteen) days.

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

11.2.1 an order is made or an effective resolution is passed for the administration or the winding up of the other Party other than for the purpose(s) of reorganisation, reconstruction or amalgamation only without insolvency or on the other Party entering into a binding legal arrangement to pay its creditors less than the full amount due to them;

11.2.2 the other Party becomes bankrupt or insolvent or has a receiving order made against it;

11.2.3 the other Party suspends, ceases or threatens to suspend or cease to carry on its business other than for the purpose(s) of reorganisation, reconstruction or amalgamation only without insolvency or being unable or unwilling without good reason to pay its valid debts as they fall due or on the appointment of any administrative or other receiver; or

11.2.4 the other Party commits a material breach of any provision of this Agreement which is not remediable or, if remediable, is not remedied within thirty (30) days of receiving written notice specifying the breach and requiring it to be remedied.

11.3 LTT may terminate this Agreement on twenty-eight (28) days' written notice to the Client, for any reason whatsoever.

11.4 Any termination of this Agreement in accordance with this Clause 11 shall be without prejudice to the rights of either Party accrued prior to such termination.

11.5 Upon termination, the Client agrees to immediately pay to LTT any outstanding undisputed sums relating to the Ground Arrangements or otherwise incurred / owing under this Agreement that have been incurred by the effective date of termination, and any interest accruing thereon.

12. GENERAL TERMS APPLICABLE TO THE SERVICES

12.1 **Special requests:** LTT supplies the Ground Arrangements to the Client on a business-to-business basis. However, if any of the Client's Customers have any special requests relating to any of the Ground Arrangements, the Client should advise LTT at the time of booking. LTT shall use reasonable endeavours to pass on all such requests to the third-party supplier(s) and shall use reasonable endeavours to ensure that they are met, however cannot guarantee that such special requests shall be met and shall have no liability to the Client or its Customers if they are not.

12.2 **Accommodation Ratings and Standards:** All ratings are as provided by the relevant third-party supplier(s). They are intended to give a guide to the services and facilities the Client and its Customers should expect from the Ground Arrangements. Standards and ratings may vary between countries, as well as between suppliers. LTT cannot guarantee the accuracy of any ratings given.

13. TERMS ON WHICH THE CLIENT IS AUTHORISED TO SELL THE SERVICES

- 13.1 The Client shall re-sell the Ground Arrangements to its Customers as a principal as part of its own packages and on its own terms and conditions of sale and this should be made clear to its Customer. It is accepted by the Client that in no circumstances shall LTT be a party to any contract with any of the Client's Customers nor does the Client act as an agent on behalf of LTT or on behalf of the third-party suppliers and should not hold itself out as acting as an agent in any circumstances. Accordingly, LTT does not have any liability to any Customer by virtue of any consumer legislation, including but not limited to EU Directive 2015/2302 on Package Travel and Linked Travel Arrangements (or any national legislation implemented to bring the Directive into effect), where applicable.
- 13.2 The Client accepts that it shall be directly responsible to its Customers for the provision and fulfilment of all contracts it has with its Customers and that all sales made by the Client, whether as a package or otherwise, shall comply with all Applicable Laws.

14. CONFIDENTIALITY

- 14.1. Each Party undertakes to the other that during the term of this Agreement and thereafter it shall keep secret and shall not without the prior written consent of the other Party disclose to any third party (except to its legal and professional advisors) any Confidential Information learned by the recipient Party or disclosed to the recipient Party by such other Party pursuant to or otherwise in connection with this Agreement.
- 14.2. The obligations of confidentiality in this clause 14 shall not extend to any information or matter which either Party can show:
- 14.2.1. is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under this Agreement;
 - 14.2.2. was in its written records prior to the Commencement Date;
 - 14.2.3. was independently disclosed to it by a third party entitled to disclose the same; or
 - 14.2.4. is required to be disclosed under any Applicable Law or any regulatory authority, or by order of a court or governmental body or other authority of competent jurisdiction.
- 14.3. Without prejudice to any other rights or remedies of the disclosing Party, the recipient Party acknowledges and agrees that damages may not be an adequate remedy for any breach by it of the provisions of this Agreement and that the disclosing Party may be entitled to seek the remedies of injunction, specific performance and other equitable relief from a court of competent jurisdiction for any threatened or actual breach of any such provision by the recipient Party, and no proof of special damages shall be necessary for the enforcement of the rights under this Agreement.

15. DATA PROTECTION

- 15.1. Both Parties shall comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 15.2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Data Controller and LTT is the Data Processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation). The Appendix sets out the scope, nature and purpose of processing by LTT, the duration of the processing and the types of Personal Data and categories of Data Subject (where Personal Data and Data Subject have the meanings as defined in the Data Protection Legislation).

- 15.3. LTT shall, in relation to any Personal Data processed in connection with the performance by LTT of its obligations under this Agreement, process that Personal Data only for the purposes of complying with its obligations under this Agreement.
- 15.4. To the extent that the Client collects and passes Personal Data to LTT pursuant to this Agreement, it represents, warrants and undertakes that:
- (a) it has obtained appropriate authority from all Data Subjects to whom it relates, or has provided them with the requisite information required under the Data Protection Legislation, to pass their Personal Data to LTT for the purposes for which the Client intends to use it and/or as specified by the Client in writing; and
 - (b) it is accurate and up to date.
- 15.5. Subject to clause 15.6, the Client hereby authorises LTT to pass data on to its suppliers, sub-contractors and other third parties (Sub-Processors) as necessary for the performance of LTT's obligations under this Agreement and otherwise as needed for the provision of the Ground Arrangements.
- 15.6. LTT shall:
- (a) inform the Client of any changes it has made to its Sub-Processors and permit the Client to object to those changes;
 - (b) ensure any Sub-Processor agrees in writing to comply with obligations at least equivalent to those obligations imposed on LTT in this clause that relate to the requirements laid down in Article 28(3) of the UK GDPR and where the Sub-Processor fails to comply with those obligations, LTT shall remain liable to the Client for the Sub-Processor's failure.
- 15.7. The Client accepts that that LTT is not liable for the acts, omission or failure of any Sub-Processor where such Sub-Processor relates to the provision of Ground Arrangements requested by the Client.
- 15.8. Taking into account the state of technical development and the nature of the processing, LTT shall, in relation to any Personal Data processed in connection with the performance by LTT of its obligations under this Agreement, ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data.
- 15.9. LTT shall ensure that access to Personal Data is limited to the employees of LTT and authorised Sub-Processors and all parties who need access to it to supply the Arrangements and who are subject to an enforceable obligation of confidence with regards to the Personal Data.
- 15.10. Subject to clause 15.11 and 15.12, LTT shall not transfer, or otherwise directly or indirectly disclose, any Personal Data to countries outside the United Kingdom without the prior written consent of the Client except where LTT is required to transfer the Personal Data by the laws of the United Kingdom (and shall inform the Client of that legal requirement before the transfer, unless those laws prevent it doing so).
- 15.11. LTT shall be permitted to transfer the Personal Data to countries outside of the UK to the extent that any one or more of the following applies:
- (a) LTT has in place with the non-UK Sub-Processor the model contractual clauses as set out in Decision 2010/87/EU or any alternative version of those clauses issued by the European Commission or a supervisory authority from time to time;
 - (b) the transfer is to a non-UK country that is deemed to have an adequate level of protection from time to time by the Commission or such other supervisory authority;
 - (c) to the extent that the transfer is to a group company located outside of the UK, LTT's group has in place Binding Corporate Rules for the transfer of Personal Data to a non-UK group company;

- (d) there is an approved code of conduct in place by an association or other body representing the Client or LTT that applies to the non-UK territory or territories to which the Personal Data is to be transferred;
 - (e) there is an approved certification mechanism in place in respect of the non-UK territory.
- 15.12. Where Personal Data is transferred outside the UK due to a request by the Client for LTT to book arrangements for the Client in a location outside the UK, where LTT is not able to put into place any of the safeguards stipulated at 5.2(a)-(f), or they are otherwise inappropriate in the circumstances, LTT shall rely on the derogation under Article 49 of the UK GDPR to legalise the transfer of data outside the UK, on the basis the transfer relates to the performance of a contract for the benefit of the Data Subject.
- 15.13. LTT shall take into account the nature of the processing, assist the Client (by appropriate technical and organisational measures), insofar as this is possible, in relation to any request from any Data Subject for: access, rectification or erasure of Personal Data, or any objection to processing.
- 15.14. LTT shall notify the Client without undue delay and in writing if any Personal Data has been disclosed in breach of this clause.
- 15.15. LTT shall notify the Client promptly if it becomes aware of a breach of security of Personal Data, such notices shall include full and complete details relating to such breach.
- 15.16. LTT provide such assistance (at the Client's cost) as the Client may reasonably require in relation any approval of the Information Commission or other data protection supervisory authority to any processing of Personal Data.
- 15.17. LTT shall on the expiry or termination of this Agreement, at the Client's cost and its option either return all of the Client's Personal Data (and copies of it) or securely dispose of the Client's Personal Data except to the extent that any applicable law requires LTT to store such Personal Data.
- 15.18. At the Client's cost, LTT shall allow for an audit (no more than once per annum) by the Client and any auditors appointed by it in order for LTT to demonstrate its compliance with this clause. For the purposes of such audit, upon reasonable notice, LTT shall make available to the Client and any appointed auditors all information that the Client deems necessary (acting reasonably) to demonstrate LTT's compliance with this clause.
- 15.19. In LTT's reasonable opinion, to the extent that it believes that any obligations imposed upon it in accordance with clause 15.3 is likely to infringe the Data Protection Legislation or any other applicable law, LTT shall promptly inform the Client and shall be entitled to withhold its permission for such audit and/or provide the relevant Arrangements until the Client amends its instruction so as not to be infringing.
- 15.20. Each Party (the "indemnifying party") shall indemnify the other Party (the "indemnified party") against:
- (a) any fines imposed on the indemnified party by the Information Commissioner or any regulator that may replace it from time to time or any equivalent as a result of the indemnifying party's breach of its obligations under this clause; and
 - (b) subject to clause 15.21 all amounts paid or payable by the indemnified party to a third party which would not have been paid or payable if the indemnifying party's breach of this clause had not occurred.
- 15.21. The indemnifying party shall not be liable under clause 15.20:
- (a) if it proves that it was not in any way responsible for the event giving rise to the damage in accordance with Article 82(3) of the UK GDPR; or
 - (b) to the extent that the indemnified party is responsible for the damage in accordance with Article 82(5) of the UK GDPR.

16. FORCE MAJEURE

16.1 Force Majeure Event means any circumstance not within LTT's reasonable control including, without limitation:

16.1.1 acts of God, flood, drought, earthquake or other natural disaster;

16.1.2 epidemic or pandemic, Covid-19 or any disease caused by a new strain of coronavirus; or significant risks to human health such as the outbreak of serious disease;

16.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

16.1.4 nuclear, chemical or biological contamination or sonic boom;

16.1.5 any act, law or action taken by, or any guidance issued by a government or other national or local public authority, public health authority or other national or local authority including, without limitation, any port or river authority; or the imposition of an export or import restriction, quota or prohibition, or the failing to grant a necessary license or consent;

16.1.6 collapse of buildings, fire, explosion or accident; and

16.1.7 interruption or failure of utility service.

16.2 Provided it has complied with Clause 16.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

16.3 The Affected Party shall:

16.3.1 as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and

16.3.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

16.4 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 28 days, the party not affected by the Force Majeure Event may terminate this Agreement by giving 28 days' written notice to the Affected Party.

17. NOTICES

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

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

17.1.2 sent by email to the following addresses: in the case of LTT clareplaister@languagetraveltours.com; and in the case of the Client [EMAIL ADDRESS].

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

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

- (a) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
- (b) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause 17.2.3, business hours mean 9.00am to 5.00pm on a Business Day.

17.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18. RIGHTS OF THIRD PARTIES

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

19. ASSIGNMENT AND OTHER DEALINGS

19.1 This Agreement is personal to the Client and the Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

19.2 LTT may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this Agreement, provided that LTT gives prior written notice of such dealing to the Client.

20. VARIATION

20.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

21. WAIVER

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

21.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

22. RIGHTS AND REMEDIES

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

23. SEVERANCE

23.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

23.2 If any provision or part-provision of this Agreement is deemed deleted under Clause 20.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

24. ENTIRE AGREEMENT

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

24.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

25. CONFLICT

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

26. NO PARTNERSHIP OR AGENCY

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

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

27. GOVERNING LAW & JURISDICTION

27.1 This Agreement and all matters arising out of it shall be construed and governed according to English law.

27.2 The Parties submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute(s) they may have relating to this Agreement.

Signed for and on behalf of LTT)
by)
Signature

Print Name
Date.....

Signed for and on behalf of
[FULL CORPORATE NAME OF CLIENT])
by)
Signature

Print Name
Date.....

APPENDIX 1

Description of Processing

The processing of personal data is as follows (provide a description of the subject matter and nature of the processing, including any systems used to store and process personal data, obligations of LTT and any rights of the Client in regards to the personal data):

- (D) LTT is an inbound travel tour company acting as an agent for tour operators within EEA sourcing accommodation with host families.
- The Client is a travel operator within the [UK OR EEA] wishing to purchase ground arrangements from LTT for incorporation into its tours, which it will sell as a principal to its own Customers, inclusive of students and student groups.

Data subjects

The personal data concern the following categories of data subjects (please specify):

- Customers;
-

Purposes of the processing

The processing is necessary for the following purposes (please specify):

- For the delivery of the Ground Arrangements creating an educational programme (provision (where applicable) of accommodation, food, excursions, etc.)

Categories of data

The personal data processed fall within the following categories of data (please specify):

- Customer name, address, date of birth;
- Customer bank and payment details;

Sensitive data (if appropriate)

The personal data processed fall within the following categories of sensitive data (please specify):

- Passport details (if/where applicable)
- Travel insurance provider (if/where applicable)
- Dietary requirements (if/where applicable)
- Medical requirements/health conditions (if/where applicable) (including vaccination and COVID-19 details)

Instructions with regards to the processing of personal data:

LTT shall process the Personal Data only in accordance with the instructions of the Client.