



## STANDARD TERMS AND CONDITIONS

### 1. DEFINITIONS

In these Terms and Conditions, unless the context otherwise requires:

- 1.1 Words and expressions defined in the Application Form shall have the same meanings in these Terms and Conditions;
- 1.2 "Account Manager" shall mean the person duly appointed by Gray Dawes Group and notified in writing to the Client to act as Gray Dawes Group's representative for the purpose of the Contract;
- 1.3 "Application Form" shall mean the application form for an account with Gray Dawes Group that is completed and submitted by the Client;
- 1.4 "Client" shall mean any person (including but not limited to, companies, partnerships, unincorporated associations and individuals) named as such in the Application Form;
- 1.5 "Client Officer" shall mean the person appointed by the Client and notified in writing to Gray Dawes Group to act as the Client's representative for the purpose of the Contract;
- 1.6 "Client Personal Data" shall mean any personal data which Gray Dawes Group processes in connection with these Terms and Conditions, in the capacity of a processor on behalf of the Client;
- 1.7 "Commencement Date" shall mean the date agreed upon by both parties for commencement of the Services and inserted in the Particulars;
- 1.8 "Contract" shall mean the Contract between Gray Dawes Group and the Client relating to the provision of the Service including the Application Form, the Schedule of Fees and these Terms and Conditions;
- 1.9 "Credit Account" shall mean an account in the name of the Client under which the Client is granted a discretionary amount of credit by Gray Dawes Group;
- 1.10 "Documentation" shall mean all travel documents, passports, visas, traveller's cheques, cash, tickets, information lists, management information, correspondence and forms associated with the Service, and any other aids which convey information relevant to the Service;



- 1.11 "Force Majeure Event" means an event which is beyond the reasonable control of the affected party and which it is unreasonable to require such party to anticipate or to mitigate by means of insurance or contingency planning or other prudent business means;
- 1.12 "Gray Dawes Group" means Gray Dawes Travel Limited, company number 00904769, The Octagon, 27 Middleborough, Colchester, Essex CO1 1RA;
- 1.13 "Intellectual Property Rights" means all patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, trade or business names and domain names, rights in get-up, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how and trade secrets) and any and all other intellectual property rights, in each case whether registered, unregistered or unregistrable, for the full duration of their term, and all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
- 1.14 "Schedule of Fees" shall mean the schedule of fees for the Service by Gray Dawes Group supplied separately to the Client by Gray Dawes Group via e-mail;
- 1.15 "Service(s)" shall mean the provision of travel booking and related service requirements to be carried out by Gray Dawes Group in accordance with the provisions of the Contract including, but not limited to, arranging travel bookings, obtaining and delivering tickets for travel by road, rail, sea and air, hotel and car hire bookings and the provision of miscellaneous services and Documentation;
- 1.16 "Supplier Personal Data" shall mean any personal data which the Supplier processes in connection with these Terms and Conditions, the the capacity of a controller.
- 1.17 "Transaction Fee/Service Fee" means the fee charged by Gray Dawes Group for the provision of a particular Service and/or Travel Product as specified in the Schedule of Fees;
- 1.18 "Product/Service Costs" means the cost of Travel Products and/or Service provided plus the relevant Transaction/Service Fee as specified in the Schedule of Fees;
- 1.19 "Projected Spend" means the Client estimate of expected annual Travel Products to be purchased from Gray Dawes Group
- 1.20 "Suppliers" shall include, but not be limited to, air lines, hotels, car hire companies, train operating companies and tour operators;
- 1.21 "Travel Invoice" shall mean an invoice raised for the provision of Travel Products;
- 1.22 "Travel Products" shall mean the travel products booked by Gray Dawes Group as part of the Service, to include, but not limited to, air tickets, rail tickets, hotel bookings and car hire bookings;



- 1.23 "Year of the Contract" shall mean a period of twelve calendar months commencing on the Commencement Date or on any anniversary thereof.
- 1.24 "Website" means the YourTrip booking website. Minimum online adoption of 30% applies, to be reviewed annually.
- 1.25 "Live Agent Support" shall mean a support service provided to users of the Website by Gray Dawes Group consultants. This service is available to the Client online between 09.00 and 18.00 hours each weekday, excluding Bank or Public Holidays in England.

## **2. PERIOD OF THE CONTRACT**

- 2.1 The Contract shall start on the Commencement and continue until terminated by either party in accordance with the termination provisions at clause 10 herein.

## **3. SCOPE OF THE SERVICE**

- 3.1 Gray Dawes Group shall provide the Service to the Client as agreed between Gray Dawes Group and the Client.
- 3.2 Gray Dawes Group shall accept instructions to provide Services from any of the Client's employees by telephone and/or e-mail. Telephone numbers and email addresses for Gray Dawes Group shall be notified to the Client.
- 3.3 Gray Dawes Group now grants the Client a non-exclusive licence (which may be revoked at any time) to use the Website to receive the Service during the term of the Contract. Save as otherwise stated in this clause 3.3, all Intellectual Property Rights in and to the Website are and shall remain (as between the parties) the exclusive property of Gray Dawes Group and nothing in the Contract shall operate to transfer any right, title or interest in the Website to the Client. Gray Dawes Group gives no guarantee or warranty as to the accuracy of information contained on the Website or to the availability of the Website.

## **4 FEES FOR THE SERVICE AND THE TRAVEL PRODUCTS**

- 4.1 The Client shall pay Gray Dawes Group for the Service on a Transaction Fee basis (as supplied directly to the Client). The Client shall pay Gray Dawes Group the Transaction Fees as set out on any Travel Invoice and in accordance with the provisions of clause 6 of these Terms and Conditions. Gray Dawes Group reserves the right to review the Schedule of Fees in accordance with clause 4.3 and 4.4 below.
- 4.2 Gray Dawes Group shall notify the Client if there is a change to underlying costs for the provision of the Travel Products and Services during any Year of the Contract, including, without limitation, any changes to the tax regime affecting the Travel Products and Services of which Gray Dawes Group becomes aware.



- 4.3 Notwithstanding the provisions of clause 4.2, Gray Dawes Group will fix the cost of Service Fees for the duration of the contract. However, where Service Fee increases are imposed by third party suppliers the increase will take effect before the anniversary of the Commencement Date. Gray Dawes Group shall give the Client notice in writing of its proposed revisions to the Service Fees at least thirty (30) days before the change is due to take effect (the "Effective Date"). If no agreement is reached between the parties within sixty (60) days after the date of any such notice being given to the Client, either party may terminate the Contract by giving notice in accordance with clause 11.1 herein.
- 4.4 If the sum of travel products purchased by the Client from Gray Dawes Group during each Year of the Contract deviates by more than 30% from the Projected Spend, then Gray Dawes Group has the right to review the Service Fees for the remainder of the contract.

## 5. VALUE ADDED TAX AND OTHER APPLICABLE CHARGES

- 5.1 All fees quoted to the Client for the provision of the Service (including, without limitation, the Transaction Fees, and/or any Travel Product costs) are exclusive of Value Added Tax and/or any other applicable tax or charges, for which the Client shall be additionally liable at the applicable rate in force from time to time.

## 6. PAYMENT TERMS

- 6.1 Gray Dawes Group shall prepare a monthly consolidated invoice to the Client within 3 working days of the end of the month. The consolidated invoices shall become payable on the tenth (10<sup>th</sup>) day of each month following the month to which the consolidated invoice refers.
- 6.2 If payment is not made on the due date, Gray Dawes Group shall be entitled, without limiting any other rights it may have under the Contract or otherwise, to charge interest on the outstanding amount from the due date for payment (before and after judgement if any) until the outstanding payment is made in full at the rate of 5% above the base rate in force from time to time of HSBC Bank plc.
- 6.3 Gray Dawes Group reserves the right to suspend any reduction, discount or income due to the Client under the Contract if payments are not made in accordance with this Contract.
- 6.4 Credit balances may be held on the Client's Credit Account for a maximum of 60 days from the date upon which any such credit balance arises. At the end of such 60 day period Gray Dawes Group may retain such credit balance.



## **7. PROVISION OF THE SERVICE**

- 7.1 Gray Dawes Group shall appoint an Account Manager to oversee the operation of the Contract. The Account Manager shall act as reference point for all queries that may be raised by the Client Officer in connection with the Contract.
- 7.2 Gray Dawes Group shall use reasonable endeavours to make the Service available to the Client between 08.30 and 18.00 hours each weekday, excluding Bank or Public Holidays in England (hereinafter referred to as the "Standard Hours"). Gray Dawes Group shall also make suitable arrangements to provide the Service to the Client (albeit on a reduced resources basis in terms of availability and response times), for emergencies and otherwise as required by the Client, outside of the Standard Hours through a 24 hour emergency service. This emergency service does not include 'Live Agent' support. Time shall not be of the essence for the provision of the Service at any time.
- 7.3 The Service shall be delivered by Gray Dawes Group in accordance with the Service Level Agreement.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1 As between the Client and Gray Dawes Group, all Intellectual Property Rights and all other rights in any and all documents, products and materials developed by (or on behalf of) Gray Dawes Group in relation to the Services, including, without limitation, any written document, drawing, map, plan, software, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form (including drafts) shall be owned by Gray Dawes Group.

## **9. WARRANTIES & LIABILITY**

- 9.1 Gray Dawes Group does not warrant that the information it gives the Client in connection with the Service (or otherwise) is accurate. Any such information may be provided to Gray Dawes Group by its Suppliers. This information will be passed on to the Client accurately and within reasonable timescales. The Client shall check all Documentation for accuracy upon receipt and notify Gray Dawes Group should they discover any inaccuracies. Gray Dawes Group shall have no liability for any inaccuracies If the Client fails to report any inaccuracies within a reasonable timescale.
- 9.2 All statutory or other implied terms are excluded to the full extent permitted by law.
- 9.3 Notwithstanding any provision of the Contract, including this clause, Gray Dawes Group does not exclude or limit its liability for:
- 9.3.1 death or personal injury caused by its negligence or that of any of its officers, employees or agents;
- 9.3.2 fraudulent misrepresentation; or



- 9.3.3 any liability which it is not lawful to exclude either now or in the future under, without limitation, the Unfair Contract Terms Act 1977.
- 9.4 Gray Dawes Group shall not be liable to the Client, whether in contract, tort (including negligence) statutory duty or otherwise, for any loss, damage, cost or expense of any nature whatsoever arising out of
- 9.4.1 the provision of the Service, including, without limitation, the booking, supply, delivery (including late delivery), non-delivery and/or collection of Travel Products; or
- 9.4.2 any act or omission of any Supplier,
- where such loss, damage, cost or expense consists of: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contract; (iv) loss of anticipated savings; (v) loss of use or corruption of software, data or information; (vi) loss of or damage to goodwill; (vii) indirect or consequential loss.
- 9.5 Subject to clauses 9.3 and 9.4 and notwithstanding the provisions of those clauses, Gray Dawes Groups' maximum liability for any loss or damage in respect of any claims arising out of the Contract, whether in contract, tort or otherwise, shall not exceed the aggregate Transaction Fee paid by the Client during the preceding 12 month period.
- 9.6 Gray Dawes Group cannot guarantee the availability of any Travel Product at the quoted price; all Travel Products are subject to price availability and changes prior to confirmation of the Client's booking. All contracts relating to the purchase of any Travel Product under the Contract are made directly between the Client and the relevant Supplier and all such Travel Products are supplied subject to the terms of the Contract as well as the relevant Supplier's then applicable terms and conditions.

## 10. TERMINATION

- 10.1 Either party shall be entitled to terminate the Contract:
- 10.1.1 on giving the other 90 (ninety) days' prior written notice to expire at any time during which period the Client undertakes not to transact with any other Travel Management Company;
- 10.1.2 immediately upon written notice if the other shall be in breach of the observance or performance of any of its obligations under the Contract and if capable of remedy, such breach remains unremedied 30 (thirty) days after service of written notice from the non-defaulting party requiring such breach to be remedied;



- 10.1.3 immediately upon written notice if a resolution is passed for the winding up or administration of the other party or a petition for its liquidation or administration is presented;
  - 10.1.4 immediately upon written notice if a receiver or administrative receiver of the other party, its assets or any part thereof shall be appointed or a resolution be passed for such appointment;
  - 10.1.5 immediately upon written notice if the other party proposes or enters into any arrangement or composition with or for its creditors (including any voluntary arrangement).
- 10.2 Gray Dawes Group shall be entitled to terminate the Contract immediately upon written notice to the Client in the event that the Client's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Contract is in jeopardy.

## **11. TERMINATION CONSEQUENCES**

- 11.1.1 In the event of the Contract being terminated whether by notice, breach or otherwise, the Client shall immediately pay Gray Dawes Group all arrears of payment and any other sums due under the Contract.

## **12. CONFIDENTIALITY**

- 12.1 Any information derived or otherwise communicated from Gray Dawes Group in connection with the Contract shall be held by the Client as confidential and shall not, without the consent in writing of Gray Dawes Group, be published or disclosed to any third party. The Client shall take all reasonable steps to ensure that its servants, agents and sub-contractors keep such information confidential.
- 12.2 Any information derived from or otherwise communicated to Gray Dawes Group in connection with the Contract shall be held by Gray Dawes Group as confidential and shall not, without the consent in writing of the Client, be published or disclosed to any third party except sub-contractors accepting a like obligation of confidentiality and then only to the extent necessary for the performance of the sub-contract. Gray Dawes Group shall take all reasonable steps to ensure that its servants, agents and sub-contractors keep such information confidential. Gray Dawes Group does, however, reserve the right to disclose the attainment of the account to the press.
- 12.3 The Client will use best endeavours to prevent unauthorized access to or use of the Service, notify Gray Dawes promptly of any such unauthorized access or use and will keep and ensure that any and all Users will keep in confidence the password and access details to the Website.
- 12.4 The provisions of this clause 12 shall continue in perpetuity.



### 13. DATA PROTECTION

- 13.1 For the purposes of this clause 13, the terms **controller**, **processor**, **data subject**, **personal data**, **personal data breach** and **processing** shall have the meaning given to them in the UK GDPR.
- 13.2 Both parties will comply with all applicable requirements of the Applicable Data Protection Laws. This clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
- 13.3 The parties have determined that for the purposes of Applicable Data Protection Laws:
- 13.3.1 Gray Dawes Group shall process the personal data as set out in Appendix 1 as processor on behalf of the Client; and
- 13.3.2 the Client shall act as controller of the personal data set out in Appendix 1.
- 13.4 Should the determination in clause 13.3 change, the parties shall use all reasonable endeavours make any changes that are necessary to this clause 13 and Appendix 1.
- 13.5 The Client consents to, (and shall procure all required consents, from its personnel, representatives and agents, in respect of) all actions taken by Gray Dawes Group in connection with the processing of Supplier Personal Data.
- 13.6 Without prejudice to clause 13.2, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Supplier Personal Data and Client Personal Data to Gray Dawes Group.
- 13.7 In relation to the Client Personal Data, Appendix 1 sets out the scope, nature and purpose of processing by Gray Dawes Group, the duration of the processing and the types of personal data and categories of data subject.
- 13.8 Without prejudice to clause 13.2, Gray Dawes Group shall, in relation to Client Personal data:
- 13.8.1 process that Client Personal Data only on the documented instructions of the Client, which shall be to process the Client Personal Data for the purposes set out in Appendix 1 (Processing, personal data and data subjects) unless Gray Dawes Group is required by Applicable Laws to otherwise process that Client Personal Data (**Purpose**). Where Gray Dawes Group is relying on Applicable Laws as the basis for processing Client Personal Data, they shall notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Gray Dawes Group from so notifying the Client on important grounds of public interest. Gray Dawes Group shall inform the Client if, in the opinion of Gray Dawes Group, the instructions of the Client infringe Applicable Data Protection Laws;





- 13.8.2 implement the technical and organisational measures set out in Appendix 1 (Processing, personal data and data subjects) to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Client Personal Data, which the Client has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
  - 13.8.3 ensure that any personnel engaged and authorised by the Gray Dawes Group to process Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
  - 13.8.4 assist the Client insofar as this is possible (taking into account the nature of the processing and the information available to Gray Dawes Group), and at the Client's cost and written request, in responding to any request from a data subject and in ensuring the Client's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - 13.8.5 notify the Client without undue delay on becoming aware of a personal data breach involving the Client Personal Data;
  - 13.8.6 at the written direction of the Client, delete or return Client Personal Data and copies thereof to the Client on termination of the agreement unless the Supplier is required by Applicable Law to continue to process that Client Personal Data. For the purposes of this clause 13.8.6, Client Personal Data shall be considered deleted where it is put beyond further use by the Gray Dawes Group; and
  - 13.8.7 maintain records to demonstrate its compliance with this clause 13.
- 13.9 The Client provides its prior, general authorisation for Gray Dawes Group to:
- 13.9.1 Appoint processors to process the Client Personal Data, provided that Gray Dawes Group:
    - 13.9.1.1 shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on the Gray Dawes Group in this clause 13;
    - 13.9.1.2 shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of Gray Dawes Group; and



13.9.1.3 shall inform the Client of any intended changes concerning the addition or replacement of the processors, thereby giving the Client the opportunity to object to such changes provided that if the Client objects to the changes and cannot demonstrate, to the Gray Dawes Group's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Client shall indemnify Gray Dawes Group for any losses, damages, costs (including legal fees) and expenses suffered by Gray Dawes Group in accommodating the objection.

13.9.2 transfer Client Personal Data outside of the UK as required for the Purpose, provided that Gray Dawes Group shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Client shall promptly comply with any reasonable request of Gray Dawes Group, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Commissioner from time to time (where the UK GDPR applies to the transfer).

13.10 Either party may, at any time on not less than 30 days' notice, revise this clause 13 (Data protection) by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

Gray Dawes Group's liability for losses arising from breaches of this clause 13 is as set out in clause 9.

## **14. CANCELLATIONS**

14.1 In the event of cancellation of any Travel Product, Gray Dawes Group will, to the extent permitted, request refunds for unused or partially used tickets in line with the relevant Supplier's terms and conditions then in force. Any refunds received from Suppliers will be credited to the Client's account in accordance with clause 6.4.

## **15. SPECIAL REQUESTS**

15.1 The forwarding of special requests by Gray Dawes Group to the Supplier of the Client with special needs does not guarantee that the Supplier can meet such special needs.

## **16. FORCE MAJEURE**

16.1 Neither party shall be liable for breach of its obligations under the Contract resulting from a Force Majeure Event.



- 16.2 Each party agrees to notify the other in writing immediately upon becoming aware of a Force Majeure Event such notice to contain details of the circumstances giving rise to the Force Majeure Event.
- 16.3 If the Force Majeure Event continues for more than 30 (thirty) days after the date of any notice issued in accordance with clause 15.2 above, then either party shall be entitled to terminate this Contract by giving written notice to the other with immediate effect. Other than in respect of any sums owed by the Client to Gray Dawes Group as at the date of termination, neither party shall have any liability to the other in respect of the termination of this Contract as a result of a Force Majeure Event.

## **17. WAIVER**

- 17.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.
- 17.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

## **18. SEVERANCE**

- 18.1 If any provision (or part of a provision) of the Contract or these Terms and Conditions is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.
- 18.2 If any invalid, unenforceable or illegal provision (or part of a provision) of the Contract or these Terms and Conditions would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.
- 18.3 The parties agree, in the circumstances referred to in clause 18.1 and if clause 18.2 does not apply, to attempt to substitute for any invalid, unenforceable or illegal provision a valid, enforceable and legal provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

## **19. ASSIGNMENT**

- 19.1 The Client shall not, without the prior written consent of Gray Dawes Group, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 19.2 Gray Dawes Group may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.



## **20. NO PARTNERSHIP OR AGENCY**

- 20.1 Nothing in the Contract is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and the Client shall have no authority to act in the name or on behalf of or otherwise to bind Gray Dawes Group in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

## **21. RIGHTS OF THIRD PARTIES**

- 21.1 The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

## **22. ENTIRE AGREEMENT**

- 22.1 Each of the parties acknowledges and agrees that, in entering into the Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to these Terms and Conditions or not) relating to the subject matter of the Contract, other than as expressly set out in the Contract.

The Contract constitutes the entire agreement between the parties, supersedes any agreement or understanding and may not be varied except in writing between the parties.

## **23. LAW**

The construction, validity and performance of the Contract shall be governed the law of England. Both parties agree to submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising under the Contract.



## Appendix 1

### Processing, Personal Data and Data Subjects

#### Particulars of Processing

##### 1. Scope

The provision of the Services to the Client.

##### 2. Purpose of processing

The purpose of processing Client Personal Data is for legitimate interests to facilitate the fulfilment of business travel and associated ancillaries including but not limited to air travel, rail travel, ground transport, hotel stays, car hire, and car parking.

##### 3. Duration of the processing

As stated in this clause 2.1.

##### 4. Types of personal data

Personal data types include: Full name (salutation, first name, surname), Date of birth, Passport information, Visa information, Mobile phone number and contact details, Home address, Frequent Traveller & other memberships, Form of payment.

On occasions, Gray Dawes Group may process data that falls into "sensitive" personal data in (for example special meal requests, special assistance requests for wheelchair etc)

##### 5. Categories of data subject

Any person on whose behalf the Client requests travel booking and related services.