



SHUTTLEWORTH

SHUTTLEWORTH ACCOMMODATION TERMS AND CONDITIONS

1 These terms

- 1.1 What these terms cover.** These are the terms and conditions on which we supply accommodation services comprising the provision of accommodation, food, beverage and parking to you and your guests (the **Services**) at The House, Shuttleworth, Old Warden Park, Biggleswade SG18 9EA (the **House**). The House is situated in the Shuttleworth Estate, Old Warden Park, Biggleswade SG18 9EA (the **Estate**). Should we change our terms before the end of your stay, the updated terms shall be incorporated into our agreement with you if you are informed about this in writing and you do not object to the incorporation within a period of 14 days.
- 1.2 Why you should read them.** Please read the terms of the attached Accommodation Booking Confirmation carefully and confirmation of acceptance of the terms will be required before your visit. These terms tell you who we are, how we will provide the Services to you, how you and we may change or end this agreement, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2 Information about us and how to contact us

- 2.1 Who we are.** We are Old Warden Limited, a company incorporated in England and Wales with registered company number 06366021 whose registered office address is at Old Warden Park, Biggleswade, Bedfordshire SG18 9EA. Old Warden Limited is wholly owned by Richard Shuttleworth Trustees (registered with the Charity Commission No. 1012224) as sole Trustee of The Richard Ormonde Shuttleworth Remembrance Trust (registered with the Charity Commission No. 307534).
- 2.2 How to contact us.** You can contact us by telephoning our Accommodations Department on 01767 627951 or by writing to us at Accommodation Department, Shuttleworth, Old Warden Park, Biggleswade, SG18 9EA or email reception@shuttleworth.org.
- 2.3 How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the contact details you provided to us as set out in the Accommodation Booking Confirmation.
- 2.4 "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3 Our agreement with you

- 3.1 How we will accept your booking.** Provisional bookings made by telephone or email must be confirmed within 48 hours otherwise it will be automatically released without further notice. An Accommodation Booking Confirmation will be sent with the attached terms and conditions. Our acceptance of your booking will take place when we have received the Accommodation Booking Confirmation, at this point a contract will come into existence between you and us. To accept these terms and conditions a signature will be required before or on check in.
- 3.2 If we cannot accept your booking.** If we are unable to accept your booking, we will inform you of this and will not charge you for the Services. This might be because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the Services.



4 Accommodation terms

- 4.1 Getting Here.** By GPS please search Mansion House or use the entrance in the village of Old Warden, also signed posted for Shuttleworth College. Please see the map appended to these terms and conditions. The correct entrance is labelled "Old Warden Main Entrance". Should you arrive at The Collection, follow Hill Lane towards Old Warden village. After a short drive, you will see the turning to The House, Shuttleworth on your left hand side. Follow the lane past The House until you reach the college blocks. Once here, turn left into car park one.
- 4.2 Payment.** Payment is due on arrival. We require all guests to provide payment on arrival to secure your reservation. Alternatively you can make electronic payment in advance by calling 01767 627951.
- 4.3 Reception.** Reception is located at the end of the car park, and the reception telephone number is 01767 627951.
- 4.4 Check-in.** Your check in time will be detailed on your booking confirmation. Room/s will be held until 19:00 on your scheduled day of arrival unless otherwise agreed with us, following which time we will be entitled to re-let the room, unless you have notified us of a late arrival. In the interests of security and to prevent fraud, at the time of check-in you may be required to confirm your identity by providing your booking reference; passport/identity card/driving licence and a valid credit or debit card. If guests are travelling from outside the UK, Ireland or any country in the Commonwealth we are also obliged by law to require guests to provide the number and place of issue of your passport/identity card and details of their next destination. These records will be kept for at least 12 months and may be disclosed or made available for inspection by any police officer or as otherwise required by applicable law in connection with the prevention or investigation of crime. This information may be requested for each member of your party over the age of 16 and we reserve the right to refuse entry to persons who cannot provide this information.
- 4.5 Check-out.** On the day of departure we kindly ask all guests to vacate their rooms and check-out of their rooms no later than the time detailed on your booking confirmation. Late check-outs will be considered on request subject to 48 hours notification before your check out date and will be charged at an hourly rate at our discretion. Late check-outs cannot be guaranteed and are subject to availability of staff. All room keys must be returned to us on check-out. If you don't do this we may charge you for a replacement key or lock as required. In the event that a key is not returned after check-out we request you to contact us to make arrangement for keys to be returned.
- 4.6 Access.** Access to the accommodation is by stairs only. Unfortunately, given the nature and listed status of The House it is not reasonably practicable to make adjustments to give disabled access to the bedrooms in The Garden Suite. When making your booking, please notify us of any disability and assisted access requirements.
- 4.7 Breakfast.** Breakfast will be served the next day. We ask any guests with any dietary requirements to notify us in advance.
- 4.8 Parking.** Parking is free of charge. One parking space is allocated per room. Further spaces may be allocated by prior arrangement.
- 4.9 Wi-Fi.** Free Wi-Fi is available for the duration of your stay; please ask for information at Reception.
- 4.10 Children.** Any children under the age of 16 must be accompanied by an adult at all times. We're unable to provide any additional beds or cots, however please inform us in advance if you require any linen.
- 4.11 Pets.** We do not permit pets in the House. Guide dogs are accepted by prior arrangement at our discretion.
- 4.12 Occupancy.** The room provided for you will be suitable for the number of guests confirmed in the Accommodation Booking Confirmation submitted to us by you. You must not exceed the maximum specified



occupancy for your room for more than 2 guests. We're unable to provide any additional beds or cots, however please inform us in advance if you require any linen.

4.13 Cancellation and no-show. Please see clause 8.3 for information on late cancellations and no-shows.

4.14 Our expectation of you and your guests.

4.14.1 You hereby acknowledge that you are responsible for your conduct and behaviour and that of your guests whilst at The House and the Estate. If our staff consider a person's conduct is unacceptable then we reserve the right to insist on the immediate departure of that person. If you or your guests cause damage or loss of any kind to us, you will be responsible for that damage or loss and you shall be liable to pay to us on demand the amount required to make good or remedy such damage or loss. It is your responsibility to, and to procure that your guests will:

- (a) not cause any disturbance to any other guests or our staff including but not limited to noise disturbance;
- (b) not use any room or any of our facilities to conduct any commercial activity or activity that seeks to gain profit or for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to us, our other staff or guests;
- (c) not damage or interfere with any items belonging to us. If you do so we may terminate your booking. You must bring any damage to your room, the House or the Estate to our immediate attention. We may either (at our sole discretion) request the immediate re-payment of our reasonable costs during your stay, charge the payment card details provided at the time of booking or instruct a third party to contact you after your stay to recover the reasonable costs for any repair, replacement or specialist cleaning we incur if you damage any part of the House, the Estate or our equipment. At your request we will send a breakdown of these costs to the address used for the booking;
- (d) not allow persons under the age of 18 to consume alcohol at The House or on the Estate. We reserve the right to refuse entry to any guest under the age of 18 to The House and the Estate if, in the reasonable opinion of our staff, they have consumed alcohol;
- (e) not smoke outside of the designated smoking areas. Smoking is not permitted in any of the buildings at the Estate. This includes the smoking of e-cigarettes. Permitted outdoor smoking areas will be identified at The House. Smoking at The House or anywhere on the Estate outside of a designated smoking area will result in a £100 fine;
- (f) not make alterations to any room or to The House;
- (g) not bring any candles, naked flames or pyrotechnics or any other potentially hazardous or otherwise dangerous items onto the Estate;
- (h) not bring consumables into The House without our prior consent;
- (i) not leave open or obstruct fire doors in The House. In the event any fire door is opened, our staff will on its discovery close this immediately;
- (j) comply with all applicable notices and signs;
- (k) comply with any health and safety instructions given by our staff and inform our staff immediately of any accidents or incidents;



- (l) vacate The House and the Estate promptly after the end of the date of your booking and in any event by 5:00 pm on your departure date; and
- (m) leave The House, the Estate and any equipment as found.

4.15 General.

- 4.15.1 We do not permit people under the age of 18 to make bookings.
- 4.15.2 We will try to assist with any special requests but all room bookings are subject to availability.
- 4.15.3 All consumables offered by us are subject to availability and where these are not available, reasonable endeavours will be made to offer the closest available substitute.
- 4.15.4 If you do not comply with any of this clause 4 when staying at The House we may terminate your booking and require you to leave the Estate immediately and may retain any payments made to us for your booking. If we consider your non-compliance to be sufficiently serious we may not accept any future reservations from you and/or not allow you entry to The House or the Estate.
- 4.15.5 If we are entitled to recover costs or other sums of money from you under this clause 4, we may (at our sole discretion) charge to you to the details provided at the time of booking.

5 Your rights to make changes

No changes will be made to these terms and conditions unless agreed in writing by us. If you wish to make a change to the Services please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Services, their timing or anything else which would be necessary as a result of your requested change and ask you to confirm in writing whether you wish to go ahead with the change.

6 Our rights to make changes

6.1 Minor changes to the Services. We may change the Services:

- 6.1.1 to reflect changes in relevant laws and regulatory requirements such as health and safety requirements; and
- 6.1.2 to implement minor technical adjustments and improvements to the Services or The House, for example to address a security threat. These changes will not affect your use of the Services.

6.2 More significant changes to the Services and these terms. In addition, we reserve the right to review our prices each year. If we do so, we will notify you as soon as reasonably possible and in any event no later than four weeks prior to your booking and you may then contact us to end this agreement and receive a full refund of any sums paid in advance.

7 Providing the Services

7.1 When we will provide the Services. We will supply the Services to you during the date of your booking as set out in the Accommodation Booking Confirmation.

7.2 We are not responsible for events outside our control. If our performance of the Services is affected by an event outside our control (such as serious damage to The House, serious adverse weather conditions, a pandemic or epidemic, or interruption or failure of utility services such as electric power, gas or water) then we will contact you as soon as possible to let you know and we will take reasonable steps to minimise the effect of



any delay. Provided we do this, we will not be liable for delays caused by the event but if there is a substantial risk that we will be unable to provide the Services you may contact us to end this agreement and receive a refund for any Services you have paid for but not received.

7.3 What will happen if you do not provide required information to us. We may need certain information from you so that we can provide the Services to you, including but not limited to the information to be provided by you in the Accommodation Booking Confirmation, and dietary requirements of guests, allergy information etc. If you do not provide us with this information within 7 days of the date of your booking, or you provide us with incomplete or incorrect information, we may either end this agreement (see *clause 9.1*) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for providing the Services late or not providing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

8 Your rights to end this agreement

8.1 You can always end this agreement before the booking set out in the Accommodation Booking Confirmation. You may contact us at any time to end this agreement for the Services, but in some circumstances, we may charge you certain sums for doing so, as described below.

8.2 What happens if you have good reason for ending this agreement. If you are ending this agreement for a reason set out at 8.2.1 to 8.2.5 below this agreement will end immediately and we will refund you in full for any payments made by you in respect of the Services to date. The relevant reasons are:

8.2.1 we have told you about an upcoming change to the Services or these terms which you do not agree to (see *clause 6.2*);

8.2.2 we have told you about an error in the price or description of the Services you have ordered and you do not wish to proceed;

8.2.3 there is a risk we cannot provide the Services because of events outside our control;

8.2.4 we suspend the Services for technical reasons, or notify you are going to suspend them for technical reasons, in each case for a period of more than 3 hours; or

8.2.5 you have a legal right to end this agreement because of something we have done wrong.

8.3 What happens if you end this agreement without a good reason. If you are not ending this agreement for one of the reasons set out in *clause 8.2*, you shall pay to us as liquidated damages a percentage of the total cost of the Services as set out in the Accommodation Booking Confirmation calculated in accordance with the following table :

Once booked, if you cancel late or do not attend on the date of your booking the following charges will apply:	
More than 2 weeks' notice	No charge will apply
Less than 2 weeks' notice with more than 5 rooms booked	60% of total cost of the Services as set out in the Accommodation Booking Confirmation
Less than 48 hours' notice	100% of total cost of the Services as set out in the Accommodation Booking Confirmation
No-show	100% of total cost of the Services as set out in the Accommodation Booking Confirmation



- 8.4** Nothing in this clause 8 shall restrict or limit our general obligation at law to mitigate any loss we may suffer or incur as a result of an event that may give rise to a claim under this clause 9.
- 8.5** We shall set off any advance payments or deposits paid by you against our entitlement to liquidated damages.
- 8.6** The parties confirm that these liquidated damages are reasonable and proportionate to our legitimate interest in your performance of this agreement.

9 Our rights to end this agreement

- 9.1 We may end this agreement if you break it.** We may end this agreement and cancel your booking at any time by writing to you if:
- 9.1.1** you do not provide us with valid payment details when requested to do so on arrival and check-in or, if you are paying for your booking by cash, you do not make payment when requested to do so on arrival and check-in;
- 9.1.2** you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services, for example, the number of guests.
- 9.2 Our right to cancel your booking.** At any time up to eight weeks prior to your booking, we may write to you to let you know that we are going to cancel or postpone your booking. We will let you know as soon as reasonably practicable about such cancellation or postponement and we will refund any sums you have paid in advance for Services which will not be provided. In the event we need to cancel or postpone your booking, we will use our reasonable endeavours to provide you with an alternative booking date or a reduction in the total cost of your booking.

10 If there is a problem with the Services

- 10.1 How to tell us about problems.** If you have any questions or complaints about the Services, please contact us. You can contact us by telephoning our Accommodation Department on 01767 627951 or by writing to us at Accommodation Department, Shuttleworth, Old Warden Park, Biggleswade SG18 9EA or email reception@shuttleworth.org. Alternatively, please speak to one of our staff at The House.
- 10.2 Summary of your legal rights.** See the box below for a summary of your key legal rights in relation to the Services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website <https://www.citizensadvice.org.uk> or call 03454 04 05 06.

11 Price and payment

- 11.1 Where to find the price for the Services.** The price of the Services (which includes VAT) will be the price set out in the Accommodation Booking Confirmation at the date of your booking as confirmed by us. We take all reasonable care to ensure that the prices of Services advised to you are correct. However, please see *clause 11.3* for what happens if we discover an error in the price of the Services.
- 11.2 We will pass on changes in the rate of VAT.** If the rate of VAT changes between receiving your signed Accommodation Booking Confirmation Form and the date we provide the Services, we will adjust the rate of



VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.

- 11.3 What happens if we got the price wrong.** It is always possible that, despite our best efforts, the Services may be incorrectly priced. We will normally check prices before accepting your signed Accommodation Booking Confirmation so that, where the Services' correct price on the date we received your signed Accommodation Booking Confirmation is less than our stated price on that date, we will charge the lower amount. If the Service's correct price on that date is higher than the price stated in your signed Accommodation Booking Confirmation, we will contact you for your instructions before we accept your order.
- 11.4 When you must pay and how you must pay.** We will charge you for the total price of the Services when you check-out at the end of your stay. Payment may be made by cash or credit/debit card. The expiry date of your debit/credit card must be later than the end of your stay. We do not accept personal cheques or family discount cards.
- 11.5 We can charge interest if you pay late.** With regards to any sums owing by you to us in respect of which we have sent you our invoice, without prejudice to our other rights under these terms and conditions, if you do not make any payment to us by the due date (see *clause 11.3*) we may charge interest to you on the overdue amount at the rate of 4% a year above the base rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 11.6 What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know within 7 days of the invoice date. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

12 Our responsibility for loss or damage suffered by you

- 12.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this agreement or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time this agreement was made, both we and you knew it might happen, for example, if you discussed it with us during the booking process.
- 12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services as summarised at *clause 10.2*.
- 12.3 Limitation of our liability to you.**
- 12.3.1** We want to provide a safe and secure environment for your stay and where necessary we will take appropriate security measures. Under the Hotel Proprietors' Act 1956 ("Act") we may be liable for loss or damage to your property while you are staying at the House or any other accommodation on the Estate. Where the Act provides that our liability is capped at an amount, we will only be liable up to the maximum sums under the Act. If an incident occurs during your stay resulting in the theft, loss or damage of your property we will carry out an internal investigation. If we do not feel certain that your property was stolen, lost or damaged through any fault of ours, our staff or agents our liability will be limited to the maximum sums under the Act and if an incident is referred to the police and they draw the same conclusion as us this will also be evidence that our liability is limited to those maximums.



12.3.2 In respect of all losses which are not subject to a maximum liability under the Act or are not covered by the Act and subject to *clause 12.2*, our total liability to you for any loss you suffer will be limited to the total amount of money payable to us by you for the Services. We will not be liable for any losses which are not caused by either a breach of these terms by us, our non-compliance with our duties under applicable legislation or our negligence, or for any losses which were not reasonably foreseeable to both you and us when this agreement was entered into or for any losses that were not caused by any breach of contract or breach of statutory duty or negligence on our part. Loss is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen for example if you discussed it with us during the booking process.

12.3.3 Subject to *clause 12.1* above, we will not be liable in any circumstances for any loss or damage to vehicles you bring to The House or the Estate, or any property left in them regardless of whether they are parked in a car park connected to the House or not.

13 How we may use your personal information

13.1 How we will use your personal information. We will use the personal information you provide to us to:

13.1.1 provide the Services;

13.1.2 process your payment for such Services; and

13.1.3 if you or your guests agreed to this during the booking process, to inform you and any guests who agreed about similar services that we provide, but you may stop receiving these communications at any time by contacting us.

13.2 We will only give your personal information and that of your guests to third parties where the law either requires or allows us to do so.

13.3 How we use your personal data. The provisions of the Schedule to these terms sets out how we will process your personal data and that of your guests.

14 Other important terms

14.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this agreement.

14.2 Nobody else has any rights under this agreement. This agreement is between you and us. No other person shall have any rights to enforce any of its terms.

14.3 If a court finds part of this agreement illegal, the rest will continue in force. Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.4 Even if we delay in enforcing this agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this agreement, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.



14.5 Which laws apply to this agreement and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.

Schedule – Data Protection

1. Subject to Paragraph 4 we shall, and shall ensure our employees, workers and agents (including any persons hired as consultants or contract staff) engaged in the use and/or provision of the Services (or part thereof) (“**Personnel**”), subcontractors and suppliers comply with our obligations under all applicable data protection legislation including the EU General Data Protection Regulation 2016/679 (the “**Data Protection Legislation**”) in relation to all personal data provided to us in respect of your guests (including but not limited to their full names) (the “**Personal Data**”) that are provided to it by you, **Processed** (as defined under the Data Protection Legislation) by us or on behalf of you or otherwise Processed in connection with this agreement or the provision of the Services (the “**Customer Data**”).
2. You shall remain the sole owner of the Customer Data together with all copyright, database rights and other intellectual property rights (“**IPR**”) in such data and any compilation of such Customer Data and shall be **Data Controller** (as defined under the Data Protection Legislation) of the Customer Data.
3. You represent and warrant to us that, where Personal Data is to be Processed by us, you have performed any required **Data Protection Assessment** (as defined under the Data Protection Legislation), completed appropriate due diligence on us and the Services and there are no additional technical, security and organisational controls required in respect of the Services and the delivery thereof in relation to Customer Data.
4. You in your capacity as the Data Controller shall comply with your obligations under the Data Protection Legislation in relation to the Customer Data and warrant and represent that:
 - a) You have the right to license the Processing of the Customer Data and as far as you are aware, the Processing of the Customer Data under this agreement will not infringe the IPR of any third party;
 - b) You have the right to transfer of their Personal Data by you to us and for to the Processing of their Personal Data by the Service Provider within the European Economic Area; and
 - c) The Customer Data which you transfer to us is necessary, accurate and up-to-date; and as far as it is aware contains nothing that is defamatory or indecent.
5. We shall only undertake Processing of Customer Data in accordance with your documented instructions, and for the purpose of the performance of our obligations under this agreement or for other purposes expressly authorised by you in writing. We shall comply with all written instructions given by you from time to time in relation to such Processing, including any request from you requiring us to amend, transfer or delete the Customer Data. You acknowledge that we are under no duty to investigate the completeness, accuracy or sufficiency of any instructions given by you.
6. Unless you expressly require otherwise, we shall not disclose Customer Data to any third parties other than:
 - a) to our Personnel and sub-contractors to whom such disclosure is reasonably necessary in order for us to carry out our obligations under this agreement; or
 - b) to the extent required under a court order,provided that disclosure under paragraph 6(a) of any Customer Data that we or a sub-contractor are required to make is undertaken in accordance with the terms of paragraph 12.



7. We shall not transfer any Customer Data to any country or territory outside of the European Economic Area without your prior written consent. We shall in addition not store or Process any Customer Data outside the United Kingdom except with your prior written consent. You reserve the right, as a condition to the granting of such consent, to require us to enter and/or we shall procure that our agent(s) and sub-contractor(s) enter into a separate agreement which complies with the requirements of the Data Protection Legislation for the transfer of Personal Data outside the European Economic Area and incorporating the applicable European Union model paragraphs for such transfer.
8. We shall implement appropriate technical and organisational security measures governing the Processing of all Customer Data at least in accordance with good industry practice. These measures shall be designed to ensure an appropriate level of security so as to avoid unauthorised or unlawful processing or accidental loss, destruction or damage of such Customer Data including but not limited to taking reasonable steps to ensure the reliability of Personnel having access to such Customer Data.
9. You may at any time request a written description of the technical and organisational methods employed by us referred to in paragraph 8 to enable you to demonstrate compliance with your obligations under the Data Protection Legislation, to the extent that we are able to provide such information, and such methods shall be treated as Confidential Information by you. Within five (5) **Business Days** (meaning a day which is not a Saturday, Sunday or a public holiday in England and Wales) of such a request, we shall supply written particulars of all such measures detailed to a reasonable level such that you can determine whether or not, in connection with Customer Data, any applicable data is or has been Processed by us in accordance with the Data Protection Legislation.
10. We shall:
 - a) notify you promptly on, and in any event within five (5) Business Days of receipt of any communication received from a **Data Subject, Data Protection Authority** (both as defined under the Data Protection Legislation) or third party regarding the Processing of Customer Data;
 - b) if a Data Subject exercises any of its rights under the Data Protection Legislation (including rights of access, correction, blocking, suppression or deletion as are available to such individual) then we shall subject to subparagraph a) notify you and promptly provide reasonable assistance in the provision of such data as you require; and
 - c) promptly co-operate with all reasonable requests or directions arising directly from, or in connection with the exercise of the functions by the Data Subject or a Data Protection Authority, including:
 - (i) the issuing of any guidelines or code concerning data protection; and
 - (ii) the handling of any complaint alleging an interference with the privacy of an individual or alleging a breach of Data Subject's rights under the Data Protection Legislation.
11. Each Party shall promptly without undue delay and in any event within twenty-four (24) hours inform the other in the event of a known **Data Breach** (as defined under the Data Protection Legislation) relating to the Customer Data and provide the other with all reasonable assistance in providing information for and in the reporting of a Personal Data Breach to the Data Protection Authority. We shall restore such Customer Data at our own expense in the event that any loss, damage or corruption is caused by or arisen out of negligent acts or omissions by us or our agents in connection with this agreement.
12. We shall not use or authorise any third party or sub-contractor to process the Customer Data except with your prior written consent and in all cases shall ensure the third party or sub-contractor is subject to written terms and no less stringent than, the terms contained in this Schedule. In seeking such consent, we shall supply to you full details of such proposed third party or sub-contractor. In granting such consent, you reserve the right to impose such conditions as you may think necessary to safeguard the Customer Data or to otherwise procure compliance with the requirements of the Data Protection Legislation.

13. We agree to indemnify you and keep you indemnified for all fines and penalties imposed by any governmental authority which you are required to pay arising from a breach of applicable Data Protection Legislation that has been caused by or arisen out of any failure by us or our Personnel to comply with applicable Data Protection Legislation and/or any of our obligations under this Schedule, provided that you have used reasonable efforts to attempt to mitigate any such fine or penalty.
14. You agree to indemnify us and keep us indemnified for all fines and penalties imposed by any governmental authority which we are required to pay arising from a breach of applicable Data Protection Legislation that has been caused by or arisen out of any failure by you or your Personnel to comply with applicable Data Protection Legislation and/or any of its obligations under this Schedule provided that we have used reasonable efforts to attempt to mitigate any such fine or penalty.
15. At your request, we shall promptly provide to you a copy of all Customer Data held by us in the format and on the media reasonably specified by you.
16. We shall keep a record of all Processing of Customer Data carried out by us. We shall allow you and a Data Protection Authority to audit such record(s) and our compliance with this Schedule on reasonable notice and/or to provide you with evidence of our compliance with the obligations set out in this Schedule.
17. At the expiry or earlier termination of this agreement, unless instructed otherwise by you, we shall delete all Customer Data (and provide evidence of deletion to you on request).
18. Failure to comply with this Schedule shall constitute a material breach of this agreement without prejudice to the right of either Party to determine that any other breach of this agreement constitutes a material breach. In the event of such breach, the party who is not in breach may terminate this agreement.

