

## CLIENT DATA SHARING AGREEMENT

This Data Sharing Agreement forms part of Your Contract with The Trust as described in the Booking Terms and Conditions and should be read in conjunction with that document.

### Definitions

**Agreed Purposes:** the purposes described in Schedule 1 to this Contract.

**Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures:** have the meaning given to them in the Data Protection Legislation.

**Data Discloser:** a party that discloses Shared Personal Data to the other party.

**Data Protection Legislation:** (i) the General Data Protection Regulation ((EU) 2016/679) (“GDPR”) together with any national implementing laws, regulations and secondary legislation as amended or updated from time to time in the UK, including the Data Protection Act 2018 (“DPA”) and the “UK GDPR”; (ii) any successor legislation to the GDPR and the DPA; and (iii) any other directly applicable EU regulation relating to data protection and privacy

**Permitted Recipients:** the parties to the Contract, the employees, officers, contractors and agents of each party and any third parties engaged to perform obligations in connection with the Contract.

**Shared Personal Data:** the data described in Schedule 1 to the Booking Terms and Conditions (Your Contract)

In addition, all definitions and meanings in the Booking Terms and Conditions shall be considered to apply in this document.

### Sharing of Personal Data

1. This Agreement sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to in this clause as “Data Discloser”) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

2. **Effect of non-compliance with Data Protection Legislation.** Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this Contract with immediate effect.

3. **Particular obligations relating to data sharing.** You agree that You and The Trust, as Parties to this Contract, shall be considered separate Controllers of the personal data described in **Schedule 1 to the Booking Terms and Conditions**. Each party shall:

a) only process Shared Personal Data on the basis of lawful grounds as described in GDPR Article 6 and identify suitable conditions for processing any special category data pursuant to GDPR Article 9. Each party shall ensure that it

has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;

b) ensure that data subjects are aware of each party's privacy statements. The parties shall ensure that such privacy statements give full information to any data subject of the nature of the processing of their personal data. This includes giving notice that, on the termination of this Agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees. Parties are reminded that data subjects are entitled to exercise their statutory data rights in respect of and against each of the Parties.

c) process the Shared Personal Data only for the Agreed Purposes;

d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;

e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement;

f) ensure that it has in place appropriate technical and organisational measures, reviewable by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;

g) not process shared personal data outside the EEA unless the transferor:

(i) complies with the provisions of Article 26 of the GDPR (if the third party is a joint controller); and

(ii) ensures that: the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR; there are appropriate safeguards in place pursuant to Article 46 of the GDPR; or binding corporate rules are in place; or one of the derogations for specific situations in Article 46 of the GDPR applies to the transfer.

**4. Mutual Assistance.** Each party shall assist the other in complying with applicable requirements of the Data Protection Legislation in relation to the Shared Personal Data. In particular, each party shall:

(a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;

(b) promptly inform the other party about the receipt of any data subject access request;

(c) provide the other party with reasonable assistance in complying with any data subject access request;

(d) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;

(e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach

notifications, data protection impact assessments and consultations with supervisory authorities or regulators;

(f) notify the other party without undue delay of becoming aware of any breach of the Data Protection Legislation relating to the Shared Personal Data;

(g) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this Agreement unless required by law to store the personal data;

(h) use compatible technology for the processing of Shared Personal Data so there is no lack of accuracy resulting from data transfers;

(i) maintain complete and accurate records and information to demonstrate its compliance with this clause 10 and allow for audits by the other party or the other party's designated auditor; and

(j) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including, where necessary, the joint training of relevant staff, the procedures to be followed in the event of a data security breach and the regular review of the parties' compliance with the Data Protection Legislation.

**5. Indemnity.** Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.