

GREATDAYS TRAVEL GROUP
DATA PROCESSING AGREEMENT

BACKGROUND

- (A) This Agreement is to ensure there is in place proper arrangements relating to personal data passed from Greatdays Travel Group (GDTG) to the Processor.
- (B) personal data passed relates solely for the purpose of delivery of travel and associated services in order to perform the contract associated with the end user
- (C) This Agreement is compliant with the requirements of Article 28 of the General Data Protection Regulation.
- (D) The parties wish to record their commitments under this Agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

In this Agreement:

"Data Protection Laws" means the Data Protection Act 1998, together with successor legislation incorporating GDPR;

"Data" means personal data passed under this Agreement, being in particular, names, addresses, dates of birth, passport details, medical and dietary conditions.;

"GDPR" means the General Data Protection Regulation;

"Services" means delivery of accommodation, travel, subsistence or attractions provided by the Processor to GDTG.

2. DATA PROCESSING

GDTG is the data controller for the Data and the Processor is the data processor for the Data. The Data Processor agrees to process the Data only in accordance with Data Protection Laws and in particular on the following conditions:

- a. the Processor shall only process the Data (i) on the written instructions from GDTG (ii) only process the Data for completing the Services and (iii) only process the Data in the EU with no transfer of the Data outside of the EU (Article 28, para 3(a) GDPR);
- b. ensure that all employees and other representatives accessing the Data are (i) aware of the terms of this Agreement and (ii) have received comprehensive training on Data Protection Laws and related good practice, and (iii) are bound by a commitment of confidentiality (Article 28, para 3(b) GDPR);
- c. GDTG and the Processor have agreed to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, complying with Article 32 of GDPR;
- d. the Processor shall not involve any third party in the processing of the Data without the consent of GDTG. Such consent may be withheld without reason;

- e. taking into account the nature of the processing, assist GDTG by appropriate technical and organisational measures, in so far as this is possible, for the fulfilment of GDTGs' obligation to respond to requests from individuals exercising their rights laid down in Chapter III of GDPR – rights to erasure, rectification, access, restriction, portability, object and right not to be subject to automated decision making etc (Article 28, para 3(e) GDPR);
- f. assist GDTG in ensuring compliance with the obligations pursuant to Articles 32 to 36 of GDPR – security, notification of data breaches, communication of data breaches to individuals, data protection impact assessments and when necessary consultation with the ICO etc, taking into account the nature of processing and the information available to the Processor (Article 28, para 3(f) GDPR);
- g. at GDTGs' choice safely delete or return the Data at any time. [It has been agreed that the Processor will in any event securely delete the Data at the end of the Services]. Where the Processor is to delete the Data, deletion shall include destruction of all existing copies unless otherwise a legal requirement to retain the Data. Where there is a legal requirement the Processor will prior to entering into this Agreement confirm such an obligation in writing to GDTG. Upon request by GDTG the Processor shall provide certification of destruction of all Data (Article 28, para 3(g) GDPR);
- h. make immediately available to GDTG all information necessary to demonstrate compliance with the obligations laid down under this Agreement and allow for and contribute to any audits, inspections or other verification exercises required by GDTG from time to time (Article 28, para 3(h) GDPR);
- i. arrangements relating to the secure transfer of the Data from GDTG to the Processor and the safe keeping of the Data by the Processor are detailed under Part A of the Annex.
- j. maintain the integrity of the Data, without alteration, ensuring that the Data can be separated from any other information created; and
- k. immediately contact GDTG if there is any personal data breach or incident where the Data may have been compromised.

3. Termination

GDTG may immediately terminate this Agreement on written notice to the Processor. The Processor may not terminate this Agreement without the written consent of GDTG.

4. General

- a. This Agreement may only be varied with the written consent of both parties.
- b. This Agreement represents the entire understanding of the parties relating to necessary legal protections arising out of their data controller/processor relationship under Data Protection Laws.

ANNEX

Part A

Compliance with Article 32, para 1 of GDPR

1. Consideration of anonymisation, pseudonymisation and encryption.
2. The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and related services.
3. The ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident.
4. A process for regularly testing, assessing and evaluating the effectiveness of the technical and organisational measures for ensuring the security of the processing.

Compliance with Article 32, para 2 of GDPR

5. In assessing the appropriate level of security account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to data transmitted, stored or otherwise processed.

Compliance with Article 32, para 3 of GDPR

6. Adherence to an approved code of conduct referred to in Article 40 (GDPR) or an approved certification mechanism as referred to in Article 42 (GDPR) may be used as an element by which to demonstrate compliance with the requirements set out in para 1 of GDPR – see above.

Compliance with Article 32, para 4 of GDPR

7. The Processor to ensure that anyone acting on their behalf does not process any of the Data unless following instructions from GDTG unless they are required to do so under EU law.