

## CAPITA TRAVEL AND EVENTS LIMITED SUPPLIER CONTRACT

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Capita Travel and Events (“Capita”) Registered Address:  
17 Rochester Row, London, SW1P 1QT (company number 01094729)

### Definitions

“Supplier”: Shall mean any individual hotel, venue or third party who provides services to Capita clients under Capita instructions.

“Clients”: Shall mean any company, government bodies and travel management companies that use Capita services

“Booked Rate”: Shall mean the agreed room rate or meeting rate confirmed by both parties

“Billback” Shall mean process by which hotel invoices Capita for agreed and authorised services consumed by Capita clients

“Commission” Shall mean the percentage of the booked and stayed Capita value that shall be paid to Capita

1 Each party will agree to maintain as confidential and not to use or disclose to any third party any confidential information derived from the other party without the consent of the disclosing party except, where such use or disclosure is reasonably necessary for the proper performance of the services provided

2 The rate of commission between Supplier and Capita is a matter of commercial negotiation, but in the absence of a booked rate that expressly states a commission level or states non commissionable, the following commission rate will be applied to Capita bookings

UK 10% inc VAT on a rate inclusive of VAT

Overseas 10%

Agreed commission levels applicable to each booking will be confirmed upon Capita’s confirmations to Supplier

3 Unless otherwise agreed, commission, shall be paid on accommodation, room hire, delegate rates (whether day or 24 hour rates); pre-booked (i.e.

prior to arrival) food and beverage

- 4 Capita shall honour any booking guarantees they commit to enshrined within the detail of the Capita confirmation sent to the Supplier, with reference to non-arrival/cancellation charges and will reasonably assist the Supplier with the collection of any non arrival and cancellation charges from Capita clients
- 5 The Supplier shall honour verbal or written agreements for all rates and commissions issued for an agreed booking or period
- 6 The Supplier agrees to pay commission, at a rate agreed between parties on all commissionable business. Commission will be due and payable to Capita in accordance with the following:
  - 6.1 Commission will be due to Capita within a maximum 30 days of the date of the Capita's commission invoice, unless other contractual terms are in place between Capita and the Supplier.
  - 6.2 Suppliers are to provide, if requested, copy invoices to Capita within 5 days of the guest's departure or 5 days of Capita's request for the same
  - 6.3 Where Capita is operating a "billback" process for the Client, as the principal; commission will be not offset against monies owed by the Supplier on bill back unless the Supplier fails in its agreement to pay Capita owed commissions within agreed time frames
  - 6.4 For the avoidance of doubt, commission will also be due to Capita on any monies collected as a result of cancellation charges, "no shows" and "short stays"
  - 6.5 For Suppliers who pay through a third party payment agency (Travel Agents Commission Program--TACP) payment must be received by Capita Head Office within 28 days of departure date.
  - 6.6 For Suppliers who employ a TACP agency to pay commissions it is the Suppliers responsibility to ensure payment for all type of bookings (GDS/CRO/Direct/Allocation/Conference etc) are made to Capita Head Office within the above timescales and Capita will not communicate directly with these TACP agencies.
  - 6.7 It is the responsibility of the Supplier to capture the appropriate Capita IATA numbers should this be required for commission processing purposes.
  - 6.8 Once confirmation of the booking has taken place no amendment to the rate booked / commissionable status or extension of stay is allowed unless authorised by Capita by means of an official amendment confirmation.
  - 6.9 Unless notified to the contrary within 24 hours of the receipt of the Capita confirmation that a booking which Capita has deemed to be commissionable and which has been notated as such on the confirmation, the commission will fall due in accordance with the above timescales.

- 6.10 Under no circumstances must commission which is due to Capita be deducted from the guest's bill.
- 6.11 if for any legitimate reason the commission for a booking is not going to be made, ie no-show where no charge is being made, Capita Head Office must be notified within 24 hours of departure so that the Suppliers account can be updated.

## 7 Bill Back to Capita

- 7.1 Only those charges confirmed by our booking confirmation can be billed back to Capita, all other charges are to be paid by the guest on departure. The guest has no authority to authorise any additional charges including extension of stays to be billed back to Capita.
- 7.2 Capita will only accept an invoice for settlement if the booking states bill back to Capita
- 7.4 If the Supplier is VAT registered then a full VAT invoice must be supplied to Capita.
- 7.5 Capita will endeavour to settle all invoices received by end of month following date of invoice.
- 7.6 Any queried invoices will not be processed until the query has been resolved or a credit received. No part payment of invoices will be made.
- 7.7 Failure to adhere to the above terms of trade could result in delayed payment.

## 8. Capita Charge Card Usage

- 8.1 If a Capita charge card is used to pay the guest's bill or for a no show charge the following conditions apply:
- 8.2 A full Vat invoice must be sent to the Capita Head Office within 24 hours of the Charge Card being used. The vat invoice should be sent for the attention of Charge Card Dept.
- 8.3 The full Vat invoice bill should show as a minimum Supplier letter headed paper
  - Booking Services International Limited as the addressee
  - Tax point date
  - Guest name
  - Supplier VAT number, if applicable
  - Vat Break down
  - Room charges
  - Arrival date
  - Food charges
  - Any other charges
  - No show charges—full details of date charged etc
- 8.4 The full vat invoice should be signed by the guest.

- 8.5 Only those charges as confirmed by our booking confirmation must be charged to the card –all other charges are to be paid by the guest. The guest has no authority to authorise any other charges including extension of stay to be charged to the Capita Charge Card unless the Supplier has received written confirmation from Capita.
- 8.6 Under no circumstances will the Capita Charge Card be used except for those named guests specified on the Capita confirmation.
- 8.7 The Supplier agrees to refund within 24 hrs of notification by Capita any charges made by the Supplier that is not in accordance with the booking confirmation and at Capita’s discretion a charge of £5 per day will be incurred for any delays greater than this 24 hr period.
- 8.8 All charge card transactions to be processed on guest departure unless the Supplier has Capita authority in writing.
- 8.9 Unless otherwise agreed no charges for the following reasons will be made to Capita charge card unless specifically authorised in the Capita confirmation:
- Advance deposits
  - Prepayment either of the full or part stay of the guest
  - Non refundable deposits
- 8.10 Unless specified in the booking confirmation the Capita charge Card details must not be passed on to any third party.
- 8.11 Users of the Capita Charge card must comply with the Payment Application Best Practices (PABP) which is derived from the Payment Card Industry Data Security Standard (PCI DSS) and can viewed on [www.pcisecuritystandards.org](http://www.pcisecuritystandards.org)
- 9 The Supplier will not book out a Capita Client unless in extreme circumstances. In such cases the Supplier will:
- 9.1 Advise Capita’s 24 hour service
  - 9.2 Accept full responsibility for the out-booking to the customer and absolve Capita of such responsibility
  - 9.3 Book the customer in an alternative venue in close proximity to the out booked Supplier of at least the same product standard classification or better
  - 9.4 Pay any difference in cost of the room if relevant
  - 9.5 Arrange and pay the cost of a taxi to and from the new Supplier to the Supplier and from where they are being booked out if requested by Client

- 9.6 Write to the client, if required, the contents of such letter to be mutually agreed by Capita and Supplier
- 9.7 In the instance where the out-booking Supplier is the payee for the transaction, they shall be responsible for ensuring that Capita's commission is paid
- 9.8 Pay commission on the full commissionable value as booked. This will apply if a Supplier reduced a client's invoice by an amount representing a discount or credit, the reason for the discount or credit being without doubt due to the Supplier's failure to provide a service, unsatisfactory service or similar circumstances. However, it is understood that this may be subject to negotiation between the parties
- 10 Capita will not be liable for any direct or indirect costs incurred by the Supplier in the course of processing a reservation enquiry or booking. Nor will Capita be liable for any Supplier loss of income or profits as a result of any booking processes adopted by Capita, save for genuine breach of contractual terms agreed with authorised Capita signatories
- 11 Capita shall not be liable for any Supplier loss of income or profit as a result of the information supplied or views expressed by Capita in the course of its work with its Clients and prospective Clients.
- 12 In the event of cancellations made within cancellation charge timeframes, the Supplier will work honestly and diligently attempt to resell the services and mitigate Capita or Capita Client costs
- 13 In the event of a Capita Client 'no show' in relation to a guaranteed reservation the Supplier should contact Capita immediately to identify such booking
- 14 The Supplier should follow the Capita confirmation communication instructions fully as this communication will be deemed to be the contractual reference of instruction given any dispute between the parties
- 15 Should any booking be deemed to be a duplicate booking it is the Supplier's responsibility to contact Capita and identify the possible booking duplication and clarify the booking status. Capita will not be held liable for any costs arising from Supplier's failure to follow such a process
- 16 Supplier shall at all times and diligently apply the best rate at time of booking to all Capita reservations ensuring rate and terms parity with all other booking channels
- 17 Supplier shall honour reservation details in full as verbally, faxed or electronically communicated by Capita to Supplier
- 18 Supplier shall not withhold commission payments in relation to any Capita Client payment disputes outstanding
- 19 Supplier shall always hold as per initial enquiry – this should not be amended or cancelled unless discussed with Capita who must agree any changes with the client

- 20 Capita and Supplier enquiry/option holding protocol
- 20.1 upon receiving an enquiry, where space is available and subsequently offered by the Supplier to Capita on behalf of the Capita's client, the venue will provide Capita, requesting the space first, with an exclusive provisional booking on a 1<sup>st</sup> option basis
  - 20.2 during the agreed exclusive provision 1<sup>st</sup> option period the Supplier cannot release the said space without consultation with Capita
  - 20.3 Supplier will not operate "joint 1<sup>st</sup> option" or "race for space" policies
  - 20.4 On receiving a brief, where the Supplier subsequently "denies" or "turn down" that business, the Supplier will communicate the reason, including but not limited to, a lack of availability, tactical decision making, historical low cliental conversion, strategic sale decision, such reasons to be no different than those that the Supplier would communicate to a client direct. Such a practise will positively influence opportunities for Suppliers to maximise business potential through educating the market and guiding business into non peak days and/or periods
  - 20.5 When requesting to hold meetings space with Supplier Capita will support the Options policy by proposing 2<sup>nd</sup> and subsequent options to Capita and will not restrict to only offering 1<sup>st</sup> options. Capita and Suppliers will liaise in order to track the progress of the option.
  - 20.6 Capita commits to working with their Clients towards reducing the number of options held per venue enquiry with the aim of increasing hotel conversion, reducing operational costs, and reducing the existence of inaccurate demand and providing a more realistic price within the market at any given time
  - 20.7 Suppliers recognise that there will be situations where it is in the interest of all parties for Capita to promote to their clients "wild card options" that do not entirely meet the Client's brief. These may be Supplier venues that are new and need great exposure, new destinations, Venues under new ownership/management, venues offering particularly attractive deals owing to cancellations or low season dates, or any reasons. Capita should be neither penalised nor discouraged from proposing wild card options to clients but should be transparent with Suppliers when this is the case
  - 20.8 Capita agrees to transparency in regards to the number of options held per enquiry, but Capita is mindful of the implications of multiple option holding. Suppliers are encouraged to discuss consistently low conversion with Capita prior to restricting access to space.
- 21 At the outset of the enquiry the Supplier apply best endeavours to advise Capita at time of reservation if there are any limitations on public access to the venue/hotel (eg. Whether areas are open to the public, lack of disability access etc) and/or if there are any planned or current building/refurbishment works being undertaken at the

hotel/venue or its immediate vicinity resulting in probable vibration or other disturbance to guests.

- 22 Supplier agrees that it should go about its business in a manner that does not exclude its services on the grounds of disability, race, gender, age, sexuality or social context
- 23 Supplier will ensure that it goes about its business that ensures the safety and security of all Capita guests, Capita data and Capita personnel whilst on the Suppliers premises, complying with all legislative requirements in full
- 24 Supplier and Capita shall comply with the terms and conditions in the General Data Protection Regulation Schedule appended to this Agreement, and notwithstanding clause 26, shall apply between Capita and Supplier.
- 25 Governing law - this Agreement shall be construed in accordance with and be governed by the laws of England
- 26 All terms within this Agreement shall be valid unless subsequent commercial agreements have been reached between the Supplier and Capita which are contractually binding.

## GENERAL DATA PROTECTION REGULATION (GDPR) SCHEDULE

### 1. DEFINITIONS

Agreement	means the terms and conditions between Capita and the Supplier which are applicable to the Services;
Applicable Law	the laws of England and Wales and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services;
Brexit	means withdrawal of the United Kingdom from the European Union;
Capita	means Capita Travel and Events Limited (company number 01094729) whose registered office is at 17 Rochester Row, London, SW1P 1QT
Capita Customer(s)	means a customer of Capita;
Capita Personal Data	means Personal Data (or any part of such Personal Data) which is: (a) transmitted by or on behalf of Capita to, or is otherwise Processed by, Supplier under the Agreement (and whether relating to Capita, Capita Customer(s) or a third party); or (b) generated under the Agreement;
Data Protection Legislation	means: (a) from the date of the Agreement until 23:59 on the day immediately preceding the GDPR Effective Date, the Data Protection Act 1998; and (b) from and including the GDPR Effective Date, the GDPR or any replacement legislation applicable in England and Wales from time to time (whether or not as a result of Brexit), and in each case, where applicable, any guidance and codes of practice issued by a Supervisory Authority;
Data Subject	has the meaning set out in the Data Protection Legislation;
GDPR	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016;
GDPR Effective Date	means 25th May 2018 (or such other date on which the GDPR becomes applicable in England and Wales);
Personal Data	has the meaning set out in the Data Protection Legislation;
Personal Data Breach	means an act or omission leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Capita Personal Data;
Processing	has the meaning set out in the Data Protection Legislation and "Process" and "Processed" shall be construed accordingly;



Processor	has the meaning given in the Data Protection Legislation;
Services	means the hotel and accommodation services to be provided by the Supplier to Capita under the Agreement;
Standard Contractual Clauses	means the standard contractual clauses (processors) set out in Decision 2010/87/EC;
Supplier	the Supplier of the Services who has accessed the Capita extranet portal via a booking confirmation and is subject to the terms of the Agreement
Sub-Contractor	means “another processor” as defined within Article 28 of the General Data Protection Regulation ((EU 2016/679);
Supervisory Authority	means the UK’s Information Commissioner’s Office or replacement authority responsible for the monitoring and enforcement of the Data Protection Legislation.

## 2. PROCESSING ACTIVITIES AND STATUS OF CAPITA AND SUPPLIER

2.1. Capita and the Supplier acknowledge that:

- a) Supplier will perform Processing activities in relation to Capita Personal Data as part of the Services, the subject-matter, duration nature, type of Personal Data, categories of Data Subjects and purpose of which are described in the Annex to this Schedule (the “Processing Activities”) and each party acknowledges and agrees that the Annex (Processing Activities) is an accurate description of the Processing Activities.
- b) in respect of such Processing Activities, Capita Customer(s) is the Controller, Capita is the Processor and the Supplier is the sub-Processor for the purposes of the Services and the Data Protection Legislation.

2.2. Supplier shall at all times comply with the provisions of the Data Protection Legislation in connection with the Agreement and its performance of the Services (including the Processing Activities).

2.3. Supplier represents warrants and undertakes that:

- (a) it is not and at all times will not be in breach of any laws of the country in which Capita Personal Data will be processed which would prevent Supplier from processing Capita Personal Data or would give rise to a liability for Capita or any Capita Customer(s); and
- (b) having regard to the nature of the Services (including the Processing Activities) and Capita’s obligations as Processor, it shall not, by any act or omission, cause any breach by Capita or any Capita Customer(s) of any Data Protection Legislation.

## 3. SUPPLIER OBLIGATIONS

3.1. The Supplier shall:

- a) Implement and maintain appropriate technical and organisational measures in such a manner that the Processing Activities will meet the requirements of the Data Protection Legislation and ensure the protection of the rights of the relevant Data Subjects (and shall, upon Capita's requests, provide a written description of the same).
- b) Provide Capita with details of the technical and organisational security measures that any of the Supplier's Sub-Contractors who process Capita Personal Data have in place to protect the Capita Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access which shall as a minimum meet the standards set by ISO IEC 27001 and ISOIEC 27002 (the "**Minimum Security Standard**").
- c) The Supplier shall carry out regular security audits of its technical and organisational security measures and shall procure that any approved Sub-Contractors carry out the same in respect of their technical and organisational security measures to ensure that they do not fall below the Minimum Security Standard and shall, on request, provide copies of the reports of such audits to Capita. If such audits show any non-compliance, the Supplier shall remedy such breaches of the Minimum Standards forthwith at its own expense.

### 3.2 The Supplier shall:

- a) process the Capita Personal Data only in accordance with Capita's documented instructions from time to time and only to the extent necessary to discharge its obligations under the Agreement and/or as specifically instructed in writing by Capita;
- b) in relation to any persons authorised to Process (or who may otherwise have access to) Capita Personal Data on the Supplier's behalf ensure that such persons adhere to the terms of the Agreement and ensure that its staff and any persons authorised to process the Capita Personal Data have committed themselves to confidentiality through a written agreement with the Supplier;
- c) at any time during normal office hours on reasonable prior written notice permit Capita authorised employees and auditors, and those of any Capita Customer's, to have access to the records, staff and sites used in connection with the Agreement in order to carry out such audits as Capita or any Capita Customer deems appropriate. The Supplier shall bear its own costs of an audit, and shall implement any remedial action an audit reasonably identifies as necessary at its own cost.
- d) taking into account the nature of the Processing Activities, assist Capita by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Capita's or any Capita Customer's obligation to respond to requests for exercising a Data Subject's rights in accordance with Chapter III (Rights of the Data Subject) of the GDPR;
- e) at no additional cost to Capita provide all assistance, cooperation and information requested by Capita in ensuring and demonstrating compliance with the Data Protection Legislation, including without limitation obligations under the following Articles of the GDPR: Article 5; Article 24.1, (including

without limitation in meeting Capita and Capita Customer's accountability obligations; Article 12; Article 25; Article 30; Article 32; Article 33; Article 34; Article 35; Article 36;

- f) not engage a Sub-Contractor that will be processing Capita Personal Data without prior specific written consent from Capita. If written consent is given by Capita, the Supplier shall inform Capita of any intended changes concerning the addition or replacement of the Sub-Contractor: any such change will be in strict compliance with this sub-clause. Subcontracting shall not relieve the Supplier of its responsibility for meeting its obligations in connection with the Agreement and the Supplier shall be liable for all acts and omissions of its Sub-Contractors. The Supplier will impose obligations on the Sub-Contractor which are no less onerous than those set out in this Schedule.
- g) not transfer Capita Personal Data to a third country that is outside the European Economic Area (EEA) without the prior written consent of Capita and upon any such consent being given will enter into Standard Contractual Clauses with the appropriate party;
- h) at the choice and in a format acceptable to Capita or Capita Customer(s), permanently delete, destroy or return at its own cost, all of the Capita Personal Data to Capita or Capita Customer following termination or expiry of the Agreement and delete existing copies of such Capita Personal Data unless (and only to the extent) the Supplier is required to retain copies in order to comply with Applicable Law; and
- i) immediately inform Capita in writing:
  - (i) if, in its opinion, an instruction or request by or on behalf of Capita infringes the Data Protection Legislation or Union or Member State European Economic Area data protection provisions;
  - (ii) in the event that it becomes aware of any breach or potential/threatened breach of the Data Protection Legislation it causes (including its sub-processors) in connection with the Agreement; and
  - (iii) of any provisions in any local law or of any changes in the laws of the country in which Capita Personal Data is processed which does or could affect Supplier's ability to perform its obligations under this Schedule or which does or may give rise to a liability for Capita or Capita Customer.

#### **4. Data Breach Notification**

4.1 Supplier shall notify Capita immediately (and in any event no later than 24 hours) upon becoming aware of a Personal Data Breach. Such notification shall:

- a) describe the nature of the Personal Data Breach, including where possible the categories and approximate number of Data Subjects concerned and the

categories and approximate number of the Capita Personal Data records concerned; and

- b) describe the measures taken or proposed to be taken by Supplier to address the Personal Data Breach, including where appropriate measures to mitigate its possible adverse effects,

## **5. Indemnity**

- 5.1. Supplier shall indemnify and keep indemnified and defend at its own expense Capita against all costs, claims, damages, fines or expenses (including legal fees) incurred by Capita or for which Capita may become liable arising out of any failure by Supplier (or its employees, contractors (including Sub-Contractors), or agents) to comply with any of its obligations under this Schedule. Nothing in this Schedule or terms and conditions between Capita and Supplier shall limit the Supplier's liability under this indemnity.
  
- 5.2. Nothing in this clause shall restrict or limit either party's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

ANNEX – Processing Activities

<p>The subject matter and duration of the Processing</p>	<p>Services in relation to the provision of <b>hotel accommodation</b>.</p> <p>For the duration of the Agreement or such time as an employee leaves the data controllers employ.</p>
<p>The nature and purpose of the Processing</p>	<p>To provide hotel bookings.</p>
<p>The type of Personal Data being Processed</p>	<ul style="list-style-type: none"> <li>○</li> <li>● Traveller name</li> <li>● Traveller email address (business)</li> <li>● Mobile phone number (business or personal)</li> <li>● Special requests – could include Sensitive data Loyalty Scheme Number (optional)</li> </ul>
<p>The categories of Data Subjects</p>	<p>Capita Customer employees</p>