Professional Services Agreement

This **Agreement** is dated

Between:

(1) **Bookinglab Limited trading as Bookinglab**, a company registered in England with company number 11764238, whose registered office is at Spaces Lewis Building, 35 Bull Street, Birmingham, England, B4 6AF (**"Bookinglab"**, **"we"**, **"us"** or **"our"**); and

(2) [**Customer name**] a company registered in [*insert country of incorporation*] with company number *insert company number*] whose registered office is at [*insert country of incorporation*], (the "**Customer**," "**you**," or "**your**").

WHEREAS

(A) The Customer wishes to procure certain Professional Services as more particularly set out in the Statement of Work

(B) Bookinglab is a provider of consultancy, software development and software implementation services.

(C) Bookinglab has agreed to provide the professional services set out in the Statement of Work on the terms of this Agreement

AGREED TERMS

1 Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions

Acceptance Tests: the acceptance tests (if any) for each Phase of the Project set out in the Statement of Work to demonstrate that the Software meets the Specification.

Affiliate: of a Party means any Person which, during the Term, is a subsidiary or sister company, or representative of that Party in which the relevant party, directly or indirectly, owns more than 50% of the shares or is under common control

Agreement: means each Statement of Work or Order Form together with this Professional Services Agreement and any schedules, appendices and documents referenced in this Agreement.

Applicable Law: means, where applicable to a Party and relevant to this Agreement, any and all (a) legislation, laws, statutes, decisions, rulings, codes, government policies, regulations, by-laws or licensing conditions (including Data Protection Laws); and (b) mandatory industry requirements and regulations, binding codes of practice, and decisions and directions of any relevant governmental or regulatory, co-regulatory or self-regulatory authority or agency of competent jurisdiction.

Business Days: any day (other than a Saturday or Sunday) when the clearing banks are open for business in the City of London.

Customer Data: means data supplied by the Customer to be used in the service to be provided in connection with this Agreement

Customer Personal Data: means all Personal Data processed by Bookinglab, its Affiliates and sub-processors on behalf of the Customer under or in connection with this Agreement.

Data Protection Laws: means any laws and regulations relating to privacy or the use or processing of data relating to natural persons in force from time to time in the UK, including: (a) the Data Protection Act 2018; and (b) EU Directives 95/46/EC and 2002/58/EC (as amended by 2009/139/EC) and any legislation implementing or made pursuant to such directives, including the Privacy and Electronic Communication (EC Directive) Regulations 2003; and (c) EU Regulation 2016/679 (**"GDPR"**) and (d) any laws or regulations ratifying, implementing, adopting, supplementing or replacing GDPR. In this Agreement, unless the context otherwise requires, "**Data Controller**", "**Data Processor**", "**Data Subject**", "**Personal Data**", "**process**", "**processing**", "**transfer**" (in the context of Personal Data transfers) and "**appropriate technical and organisational measures**" shall have the meanings and otherwise be interpreted in accordance the GDPR.

Defect: an error in the Software that causes it to fail to operate substantially in accordance with the Specification.

Deliverables: all Documents, products and materials developed by Bookinglab or its affiliates, agents, third party service providers, consultants and employees in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts).

Document: includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

Fees: means the fees for the Services set out in an Order Form or Statement of Works

Force Majeure: means any cause, preventing either Party from performing any or all of its obligations, which is beyond the reasonable control of the Party so prevented and which may include nationwide strikes, lock-outs or other industrial disputes, nuclear accident or acts of God, war or terrorist activity, riot, civil commotion, malicious damage, compliance with any new Applicable Law or change in Applicable Law, breakdown of plant or machinery, internet delays or failures or connectivity issues, fire, flood, storm or default of suppliers or sub-contractors (but only where such supplier or sub-contractor's default is itself attributable to force majeure as set out here) and any other acts, events, omissions or accidents.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, 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.

Open-Source Software: any software licensed under any form of open-source licence meeting the Open Source Initiative's Open Source Definition or any libraries or code licensed from time to time under the General Public Licence, or anything similar, included or used in, or in the development of, the Software, or with which the Software is compiled or to which it is linked.

Order Form: means the form evidencing the services purchased

Person: means any: (i) individual; or (ii) partnership, firm, corporation, limited liability company, joint venture, association, trust, unincorporated organisation, or other legal entity or organisation.

Phase: a phase of the Project as set out in the Statement of Work.

Pre-existing Materials: all documents, information and materials provided by Bookinglab relating to the Services which existed prior to the commencement of this agreement, including computer programs, data, reports and specifications.

Project: the project as described in the Statement of Work.

Project Milestones: the milestones (if any) set out in the Project Plan.

Project Plan: the plan setting out the estimated timetable and responsibilities for the provision of the Services as set out in the Statement of Work.

Services: the services to be provided by Bookinglab under this agreement as set out in the Statement of Work.

Software: the software (if any) to be provided by Bookinglab to meet the Specification.

Specification: the specification set out in the Statement of Work

Statement of Work: means a document describing in detail how the Services will be carried out including, but not limited to, the responsibilities of the Parties and the timelines.

Sub-Processor: means a third party service provider, Group Company or Affiliates appointed by Bookinglab to process Customer Data and Customer Personal Data.

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

Warranty Period: the period set out in the Statement of Work commencing on the date the Software passes its final Acceptance Test.

1.2 Headings shall not affect the interpretation of this agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The Schedules and Appendices form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules and Appendices.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns.

1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.10 A reference to writing or written excludes fax and e-mail.

1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.12 References to clauses, Annexes and Appendices are to the clauses, annexes and appendices of this agreement.

1.13 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 Commencement and duration

2.1 Bookinglab shall provide the Services to the Customer from the date specified in the Statement of Work.

2.2 The Services shall continue to be supplied until the Project is completed in accordance with the Project Plan, unless this agreement is terminated earlier in accordance with clause 11.

3 Our Obligations

3.1 Bookinglab shall use reasonable endeavours to provide the Services, and to deliver the Deliverables to the Customer, in accordance with the Project Plan in all material respects.

3.2 Bookinglab shall use reasonable endeavours to meet any Project Milestones specified in the Project Plan, but any such dates shall be estimates only and time for performance by Bookinglab shall not be of the essence of this agreement.

3.3 You acknowledge and agree that Bookinglab relies on its Group Companies, Affiliates and third party service providers, in order to provide its Services and Products to you, and that as such Bookinglab may share and give them access to your Customer and Personal Data in order to supply the services and products to you under this Agreement. You further acknowledge and agree that such parties may be based in different jurisdictions and shall have access to Customer Data and Personal Data in those jurisdictions.

Full details can be found:

- On our website www.bookinglab.co.uk/legals in our:
    - Information Security document

- Privacy Policy

We reserve the right to change the above policies and documents and their location from time to time. It is therefore important to check our website regularly. Last updated dates will be clearly shown.

- In the appendices to the agreement including:
  - Data Protection
  - Data Processing Activities

We reserve the right to change this Agreement including any appendices contained within and their location from time to time. It is therefore important to check our website regularly. Last updated dates will be clearly shown.

3.4 Bookinglab shall remain liable for the acts and omission of any third party engaged by it in the provision of the Services, and Bookinglab dealings with Sub-Processors and transfers of Customer and Personal Data are governed by the Appendix A(1) Data Protection, the Appendix A(2) Data Processing Activities and our Information Security document and Privacy Policy which can be downloaded by going to www.bookinglab.co.uk/legals.

4 Software Deliverables

Where the Deliverables include Software

4.1 The Customer shall carry out the Acceptance Tests for each Phase within ten days of the delivery of the Software for that Phase to the Customer. The Customer shall notify Bookinglab within 5 days of carrying out any Acceptance Tests of any failure of the Software to pass such Acceptance Tests giving full details of such failures. Bookinglab shall use its reasonable endeavours to remedy such Defect following which the relevant Acceptance Tests shall be repeated as set out in the Statement of Work.

4.2 If Bookinglab is unable to correct any Defect within a period of three months of notification of the same under clause 4.1, the Customer may reject the Software as not being in conformity with the agreement, in which event the Customer may terminate this agreement.

4.3 The Software shall be deemed to have passed Acceptance Tests for a Phase on the earlier of:

4.3.1 the signing by the Customer of an Acceptance Certificate for the Phase;

4.3.2 the expiry of five days after the completion of the relevant Acceptance Tests, unless the Customer has given any written notice under clause 4.1;

4.3.3 the expiry of ten days after the delivery of the Software if the Acceptance Tests for that Phase have not started, or have not been pursued with due diligence; or

4.3.4 the use of the Software by the Customer in a live environment.

4.4 Where the Software has passed the Acceptance Tests for any Phase the Customer shall not, in any later Phase, be entitled to notify Bookinglab of any Defects pursuant to Clause 4.1 that relate to such earlier Phase.

4.5 Following the Software passing the final Acceptance Test, Bookinglab shall use its reasonable endeavours to correct any Defects arising out of the live running of the Software notified to

it during the Warranty Period. For the avoidance of doubt, Bookinglab has no obligation to remedy any Defects in the Software notified to Bookinglab after the Warranty Period.

4.6 Where no Acceptance Tests are set out in the Engagement Letter, Bookinglab shall use reasonable endeavours to remedy any Defects in the Software notified to Bookinglab by the Customer during the period of 30 days after the date of final delivery of the Software to the Customer (as set out in the Engagement Letter). For the avoidance of doubt, Bookinglab has no obligation to remedy any Defects in the Software notified to Bookinglab after such period.

4.7 For the avoidance of doubt, the Customer is not entitled to notify Bookinglab of errors or omissions in the Software unless the same constitutes a Defect.

5 Customer's obligations

5.1 The Customer shall:

5.1.1 co-operate with Bookinglab in all matters relating to the Services;

5.1.2 provide any clarification required by Bookinglab in the interpretation of the Specification in a timely manner (not being longer than 3 Business Days).

5.1.3 provide, for Bookinglab, its affiliates, agents, third party service providers, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as required by Bookinglab for the provision of the Services;

5.1.4 ensure that Customer Data and Customer Personal Data deemed as a special category of Data under GDPR is not given to us in any form unless pre-agreed by us in writing

5.1.5 obtain and maintain all necessary licences, consents, and permissions necessary for Bookinglab, its contractors, and agents to perform their obligations under this Agreement; and

5.1.6 ensure that your network and systems comply with the relevant specifications provided by Bookinglab from time to time

5.1.7 provide, in a timely manner, such information as Bookinglab may require for the provision of the Services, and ensure that it is accurate in all material respects;

5.1.8 carry out its obligations as described in the Statement of Work.

5.2 If Bookinglabs' performance of its obligations under this agreement is prevented or delayed by any act or omission of the Customer, its affiliates, agents, subcontractors, consultants or employees, Bookinglab shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay.

5.3 The Customer shall be liable to pay to Bookinglab (at Bookinglabs' day rates as set out in the Statement of Work) for any additional time spent by Bookinglab in the performance of the Services that arises from the Customer's failure or delay in the performance of any of its obligations under this agreement.

5.4 Where any failure or delay by the Customer of any of its obligations under this agreement prevents Bookinglab from providing the Services without material delay or additional costs, Bookinglab shall have the right (on notice to the Customer) to suspend its provision of the Services until the Customer has remedied such failure or delay.

5.5 The Customer shall not, without the prior written consent of Bookinglab, at any time from the date of this agreement to the expiry of 12 months after the last date of supply of the Services, solicit or entice away from Bookinglab or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant of Bookinglab or its affiliates in the provision of the Services.

6 Charges and payment

6.1 In consideration of the provision of the Services by Bookinglab, the Customer shall pay the charges as set out in the Statement of Work, which shall specify whether they shall be on a time and materials basis, a fixed price basis or a combination of both. Clause 6.2 shall apply if Bookinglab provides Services on a time and materials basis and Clause 6.3 shall apply if Bookinglab provides Services for a fixed price. The remainder of this clause 6 shall apply in either case.

6.2 Where Services are provided on a time and materials basis:

6.2.1 the charges payable for the Services shall be calculated in accordance with Bookinglabs' daily fee rates as set out in the Statement of Work;

6.2.2 Bookinglabs' standard daily fee rates for each individual person are calculated on the basis of an eight-hour day, worked between 8.30 am and 5.00 pm on weekdays (excluding public holidays);

6.2.3 Bookinglab shall be entitled to charge an overtime rate of 150% of the normal daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages (at the request or with the agreement of the Customer) on the Services outside the hours referred to in clause 6.2.2;

6.2.4 Bookinglab shall ensure that every individual whom it engages on the Services completes time sheets recording time spent on the Services, and Bookinglab shall use such time sheets to calculate the charges covered by each monthly invoice referred to in clause 6.2.5; and

6.2.5 Bookinglab shall invoice the Customer monthly in arrears for its charges for time, expenses and materials (together with VAT where appropriate) for the month concerned, calculated as provided in this clause 6.2 and clause 6.4. Each invoice shall set out the time spent by each individual whom it engages on the Services and provide a detailed breakdown of any expenses and materials, accompanied by the relevant receipts.

6.3 Where Services are provided for a fixed price, the total price for the Services shall be the amount set out in the Statement of Work. Bookinglab shall invoice the Customer for the price of the Services as set out in the Statement of Work.

6.4 The charges exclude:

6.4.1 the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom Bookinglab engages in connection with the Services. Such expenses shall be invoiced by Bookinglab at cost; and

6.4.2 VAT, which Bookinglab shall add to its invoices at the appropriate rate.

6.5 The Customer shall pay each invoice submitted to it by Bookinglab, in full and in cleared funds, within 30 days of receipt to a bank account nominated in writing by Bookinglab.

6.6 Bookinglab shall be entitled to invoice the Customer for the following amounts where any failure or delay by the Customer has caused a delay in the provision of the Services by Bookinglab:

Delay	Payment
1 month	10% of the balance of charges due under this agreement
2 months	20% of the balance of charges due under this agreement
6 months	100% of the balance of charges due under this agreement

6.7 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay Bookinglab on the due date:

6.7.1 the Customer shall pay interest on the overdue amount at the rate of 3% per annum above Barclay's Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount; and

6.7.2 Bookinglab may suspend all Services until payment has been made in full.

6.8 All amounts due under this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7 Customer Data and Customer Personal Data

7.1 You, not Bookinglab, have sole responsibility for the entry, deletion, correction, accuracy, quality, integrity, legality, reliability, appropriateness, and right to use the Customer Data. Bookinglab is not responsible for any of the foregoing or for any destruction, damage, loss, or failure to store any Customer Data beyond its reasonable control or resulting from any failure in data transmission or operation during the service provided to you by us.

7.2 You represent and warrant that you have and will maintain all necessary licences, consents, and permissions necessary to provide the Customer Data and Customer Personal Data to Bookinglab and for them to store and process the Customer Data and Customer Personal Data in accordance with the terms of this Agreement

7.3 If Bookinglab processes any Customer Data and Customer Personal Data on your behalf when performing its obligations under this Agreement, the Parties acknowledge that you shall be the Data Controller and Bookinglab shall be a Data Processor and in any such case:

7.3.1 you shall ensure that you are entitled to transfer the relevant Customer Data and Customer Personal Data to Bookinglab so that they may lawfully use, process and transfer the Customer Data and Customer Personal Data in accordance with this Agreement on your behalf

7.3.2 you shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable Data Protection Laws;

7.3.3 each Party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage; and

7.3.4 notwithstanding any other provision of this Agreement, but subject always to Appendix A(1) Data Protection and Appendix A(2) Data Processing Activities, nothing shall prevent Bookinglab from disclosing Customer Personal Data or Customer Data to their Group Companies, Affiliates and third party service providers as necessary to provide the Services in accordance with clause 3, and otherwise in order to comply with Applicable Law or at the request of a governmental, regulatory or supervisory authority

7.4 the Customer must ensure that Customer Data and Customer Personal Data deemed as a special category of Data under GDPR is not given to us in any form unless pre-agreed by us in writing

7.5 From the commencement date specified in the Statement of Work or this date of this Agreement (whichever is the earlier), the Parties shall comply with Appendix A(1) Data Protection and Appendix A(2) Data Processing Activities

7.6 You are solely responsible and liable for any transfer of Customer Data and Customer Personal Data made by you (or made by Bookinglab at your request) to a third party and for ensuring that such transfer is in compliance with the Parties' obligations under the Data Protection Laws

8 Intellectual property rights

8.1 As between the Customer and Bookinglab, all Intellectual Property Rights and all other rights in the Deliverables and the Pre-existing Materials shall be owned by Bookinglab or its licensors. Subject to clauses 8.3 and 8.4, Bookinglab licenses all such rights to the Customer free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Customer to make reasonable use (including the modification and enhancement) of the Deliverables for its internal business purposes only.

8.2 As between the Customer and Bookinglab, any business logic of the Customer included in the Deliverables shall be owned by the Customer.

8.3 Where any Deliverables are software products (other than Open-Source Software) the Customer shall not:

8.3.1 sub-license, rent, lend, assign or transfer in any other way the software to any person without the prior written consent of Bookinglab; and

8.3.2 give access to such software through any network of computers to users who are not employees or agents of the Customer.

8.4 Where any Deliverables are Open Source Software, the Customer acknowledges that such Deliverables are licenced on the basis of the licence which applies to the same.

8.5 The Customer acknowledges that any methodologies used by Bookinglab in the provision of the Services and any metrics contained within any reports included in the Deliverables are Confidential Information of Bookinglab.

9 Confidentiality and Publicity

9.1 Each party undertakes that it shall not at any time disclose to any person any information of a confidential nature ("Confidential Information") concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 9.2.

9.2 Each party may disclose the other party's Confidential Information:

9.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall procure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this clause 9; and

9.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.3 No party shall use any other party's Confidential Information for any purpose other than to perform its obligations under this agreement.

9.4 The Customer hereby consents (i) to Bookinglab advertising the fact that it is providing the Services to the Customer;(ii) following completion of the Project, to Bookinglab issuing a case study detailing the Project; and (iii) (in both cases) to Bookinglab use of the Customer's name and logo solely for such purposes provided that nothing in this Clause 9.4 shall entitle Bookinglab to disclose Confidential Information of the Customer. The Customer agrees to act as a reference site for Bookinglab (where so requested by Bookinglab).

10 Limitation of liability

10.1 Nothing in this agreement limits or excludes Bookinglabs' liability for:

10.1.1 death or personal injury caused by its negligence;

10.1.2 fraud or fraudulent misrepresentation; or

10.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

10.2 Subject to clause 10.1, Bookinglab shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:

10.2.1 loss of profits;

10.2.2 loss of sales or business;

10.2.3 loss of agreements or contracts;

10.2.4 loss of anticipated savings;

10.2.5 loss of or damage to goodwill;

10.2.6 loss of use or corruption of software, data or information;

10.2.7 any indirect or consequential loss.

10.3 Subject to clause 10.1 and clause 10.2, Bookinglabs' total liability to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to 125% of the total charges paid or payable by the Customer under this Agreement. With respect to a Party's breach of its obligations set out in Clause 9 (Confidentiality) or Appendix A(1) Data Protection and Appendix A(2) Data Processing Activities, neither Party's aggregate liability will exceed the lesser of £1,000,000 (one million pounds sterling) and five times the amount actually paid by you under the applicable Order Form in the 12-month period preceding the event giving rise to such liability.

10.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.

11 Termination

11.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

11.1.1 the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;

11.1.2 the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

11.1.3 the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

11.1.4 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a

company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 OR (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 OR (being a partnership) has any partner to whom any of the foregoing apply;

11.1.5 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors [other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party];

11.1.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

11.1.7 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);

11.1.8 the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

11.1.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

11.1.10 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

11.1.11 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.1.4 to clause 11.1.10 (inclusive);

11.1.12 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

12 Consequences of termination

12.1 On termination or expiry of this agreement:

12.1.1 the Customer shall immediately pay to Bookinglab all of Bookinglabs' outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Bookinglab may submit an invoice, which shall be payable immediately on receipt;

12.1.2 the following clauses shall continue in force: clause 8 (Intellectual property rights), clause 9 (Confidentiality and Publicity), clause 10 (Limitation of liability), clause

12.1, clause 23 (Notices), clause 25 (Dispute resolution), clause 26 (Governing law), clause 27(Jurisdiction)

12.2 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

13 Force majeure

13.1 If a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by an event beyond its reasonable control ("a Force Majeure Event"), such party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

14 Variation

No variation of this agreement or Statement of Work shall be effective unless it is in writing and signed by the parties (or their authorised representatives). Where the Customer wishes to make any changes to the Specification, Bookinglab may charge the Customer (at the day rates set out in the Statement of Work) for any time investigating the impact of such changes. For the avoidance of doubt, no change shall be made to the Specification other than by agreement in writing signed by the parties (or their authorised representatives).

15 Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16 Rights and remedies

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

17 Severance

17.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

17.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

18 Entire agreement

18.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this agreement.

18.3 Nothing in this clause shall limit or exclude any liability for fraud.

19 Conflict

If there is an inconsistency between any of the provisions in the main body of this agreement and the Annexes and Appendices, the provisions in the main body of this agreement shall prevail.

20 Assignment and other dealings

20.1 Neither party may assign any of its rights and obligations under this agreement without the prior written consent of the other (such consent not to be unreasonably withheld or delayed).

21 No partnership or agency

21.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

21.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

22 Third party rights

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

23 Notices

23.1 No notice from one party to another shall have validity under this agreement unless made in writing by or on behalf of the party sending such communication and delivered by hand

or by first class pre-paid post to the address of the other party set out at on the first page of this agreement and sent (if sent to Bookinglab) to the Managing Director and (if sent to the Customer) to the person identified in the Statement of Work as the Customer's Point of Contact. Any notice delivered by hand shall be deemed delivered on signature of a delivery receipt or at the time the notice is left at the address and any notice sent by first class pre-paid post shall be deemed delivered at 9.00 am on the second Business Day after posting. If deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00 am on the day when business next starts in the place of receipt

23.2 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

23.3 A notice given under or in connection with this agreement is not valid if sent by e-mail.

24 Counterparts

24.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

25 Dispute Resolution Procedure

25.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (Dispute) then the parties shall attempt to settle the dispute in good faith as follows:

25.1.1 the Dispute shall first be referred to the project managers of the parties who shall attempt to settle the dispute within 30 days;

25.1.2 if the project managers are unable to resolve the Dispute pursuant to clause 25.1.1, either party may escalate the Dispute to senior managers of the parties who shall attempt to settle the dispute within 30 days of the dispute being referred to them but if the parties are for any reason unable to resolve the Dispute within 30 days of it being escalated to the senior managers pursuant to clause 25.1.2, either party may on notice to the other require the parties to attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 21 days after the date of the ADR notice

25.2 No party may commence any court proceedings under clause 26 in relation to the whole or part of the Dispute until 30 days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.

25.3 If the Dispute is not resolved within 30 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the

said period of 30 days, or the mediation terminates before the expiration of the said period of 30 days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 27

26 Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

27 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

SIGNED by	)
for and on behalf of	)
BOOKINGLAB LIMITED	)

SIGNED by [NAME OF DIRECTOR]	)
for and on behalf of	)
[CUSTOMER]	)

APPENDIX A(1)

Data Protection

1. Definitions and interpretation

1.1 In this Appendix, unless the context otherwise requires:

"**DP Regulator**" means any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Data Protection Laws;

"**Data Subject Request**" means a request from a Data Subject to exercise its rights under the Data Protection Laws in respect of that Data Subject's Personal Data;

"**Security Breach**" means any actual loss, unauthorised or unlawful processing, destruction, damage, or alteration, or unauthorised disclosure of, or access to the Customer Personal Data, and terms defined in a provision of this Appendix shall have the meaning given to them in that provision.

2. Compliance with Data Protection Laws

2.1 Bookinglab shall comply with its obligations under the Data Protection Laws as they apply to it as a Data Processor of the Customer Personal Data.

2.2 The Customer shall comply with its obligations under the Data Protection Laws as they apply to it as a Data Controller of the Customer Personal Data.

3. Processing and security

3.1 In performing its obligations under this Agreement, Bookinglab shall only process the categories of Personal Data and only in respect of the categories of Data Subjects, and only for the nature and purposes of processing and duration, as is set out in the Annex to this Appendix or as necessary to perform its obligations under this Agreement, save as otherwise required by any Applicable law.

3.2 In processing the Customer Personal Data, Bookinglab shall:

(a) process Customer Personal Data only in accordance with the Customer's written instructions from time to time (including those set out in this Agreement) except as otherwise required by any Applicable Law;

(b) not process the Customer Personal Data for any purpose other than those set out in the Annex and as necessary to perform its obligations under this Agreement unless otherwise expressly authorised by the Customer;

(c) promptly notify the Customer if it receives a Data Subject Request in respect of Customer Personal Data;

(d) as far as reasonably practicable, co-operate with and provide assistance to the Customer in relation to any Data Subject Request in respect of Customer Personal Data;

(e) taking into account:

(i) the state of the art;

(ii) the nature, scope, context and purposes of the processing; and

(iii) the risk and severity of potential harm,

protect the Customer Personal Data by ensuring that it has in place appropriate technical and organisational measures, including measures to protect the Customer Personal Data against the risks of a Security Breach; and

(f) ensure that any persons authorised by Bookinglab to process Customer Personal Data are obliged to keep such data confidential.

3.3 Bookinglab shall, without undue delay after discovering any Security Breach or any failure or defect in security which leads, or might reasonably be expected to lead, to a Security Breach (together a "**Security Issue**") notify the Customer of the same.

3.4 Where a Security Issue arises, Bookinglab shall:

(a) as soon as reasonably practicable, provide the Customer with details of the Security Issue, the actual or expected consequences of it, and the measures taken or proposed to be taken to address or mitigate it;

(b) co-operate with the Customer, and provide the Customer with all reasonable assistance in relation to the Security Issue; and

(c) unless required by Applicable Law, not make any notifications to a DP Regulator or any Data Subjects about the Security Issue without the Customer's prior written consent (such consent not to be unreasonably withheld or delayed).

4. Return or destruction of Personal Data

4.1 Subject to paragraph 4.2, Bookinglab shall return or, at the election of the Customer, irretrievably delete all Customer Personal Data in its control or possession when it no longer requires such Customer Personal Data to exercise or perform its rights or obligations under this Agreement, and in any event within 30 days following expiry or termination of this Agreement.

4.2 To the extent that Bookinglab is required by Applicable Law to retain all or part of the Customer Personal Data (the "**Retained Data**"), Bookinglab shall isolate and cease all processing of the Retained Data other than as required by the Applicable Law.

5. Audit

5.1 Bookinglab shall provide such information, reasonable co-operation and assistance in relation to any request made by the Customer (or its auditors, or its or their representatives) as necessary to demonstrate Bookinglabs compliance with the Data Protection Laws in relation to this Agreement.

6. Co-operation and assistance

6.1 Bookinglab shall co-operate with the Customer, and provide such information and assistance as the Customer may reasonably require, to enable the Customer to:

(a) comply with the Customer's obligations under the Data Protection Laws (including Articles 32-36 of GDPR) in respect of Customer Personal Data; and

(b) deal with and respond to investigations and requests for information relating to the Customer Personal Data from any DP Regulator.

6.2 If Bookinglab receives any complaint, notice or communication from a DP Regulator or other third party (excluding a Data Subject Request) which relates directly or indirectly to Customer Personal Data or to either Party's compliance with the Data Protection Laws, it shall notify the Customer as soon as reasonably practicable.

7. Sub-Processors

7.1 Bookinglab shall not subcontract any processing of the Customer Personal Data to any Sub-Processor except as authorised by the Customer in accordance with this paragraph 7. The Customer consents to Bookinglab engaging Sub-Processors to process the Data provided that: (i) Bookinglab provides at least 30 days' prior notice of the addition of any subcontractor (including details of the processing it performs or will perform) ("**Sub-Processor Notice**"); and (ii) Bookinglab complies with paragraphs 7.4 and 7.5 of this Appendix.

7.2 The Customer hereby consents to Bookinglab's use of the Sub-Processors listed at www.bookinglab.co.uk/legals which shall be maintained and updated when any Sub-Processor is added or removed in accordance with this paragraph 7.

7.3 If within 30 days of receipt of a Sub-Processor Notice the Customer notifies Bookinglab in writing of its refusal to consent to Bookinglab's appointment of a Sub-Processor on reasonable grounds relating to the protection of Customer Personal Data, then either: (i) Bookinglab will not appoint the Sub-Processor; or (ii) if Bookinglab does appoint the Sub-Processor, the Customer may elect to terminate the Agreement without penalty or cost to either party save that any portion of the fees paid in advance in respect of Services not yet delivered as at the effective date of termination shall be refunded to the Customer. If after 30 days from receipt of the Sub-Processor Notice the Customer has not indicated its refusal of the appointment of a Sub-Processor in accordance with this paragraph, then the Customer is deemed to have given its consent and Bookinglab shall be entitled to appoint the relevant Sub-Processor with immediate effect.

7.4 If Bookinglab appoints a Sub-Processor, Bookinglab shall ensure that:

(a) such Sub-Processor shall only process Customer Personal Data in order to perform one or more of Bookinglab's obligations under this Agreement; and

(b) it enters into a written agreement or other legally enforceable terms with that Sub-Processor prior to any processing by the Sub-Processor, requiring the Sub-Processor to:

(i) process Customer Personal Data only in accordance with the written instructions of Bookinglab or the Customer; and

(ii) comply with data protection obligations equivalent in all material respects to those imposed on Bookinglab under this Appendix.

7.5 Notwithstanding the appointment of a Sub-Processor, Bookinglab is responsible and liable to the Customer for any processing by the Sub-Processor in breach of this Appendix.

8. Transfer of Personal Data

8.1 Bookinglab shall only transfer Customer Personal Data outside of the EEA where there is adequate protection for such Customer Personal Data in accordance with applicable Data Protection Laws and as authorised by the Customer in accordance with paragraph 7.

8.2 As at the date of this Appendix the Customer consents to the transfers of Customer Personal Data to those non-EEA locations listed at www.bookinglab.co.uk/legals. Bookinglab shall ensure that such list is maintained and updated from time to time to reflect any changes.

9. Precedence

In relation to the subject matter of this Appendix and its Annex, in the event of any inconsistency between the provisions of this Appendix and its Annex and the other provisions of the Agreement including any schedule or annex thereto, the provisions of this Appendix and its Annex shall prevail.

Bookinglab reserves the right to change their Data Protection Policy documentation and its location from time to time.

APPENDIX A(2)

Data Processing Activities

Overview

We want you to know what Personal Data Processing activities happen when you use our Services, and who might assist us in delivering those Services.

1. Processing by the provider

1.1. Scope

To allow us to provide the Service to you.

1.2. Nature

Bookinglab is a leading provider of consultancy, software development and software implementation services.

We work with our customers to understand their needs and to ensure that we conduct a Data Impact Assessment before each project commences.

1.3. Purpose of processing and types of personal data

We may process personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact us if you need specific details about the specific legal ground that we are relying on to process your personal data, where more than one ground has been set out in the table below.

Purpose / Activity	Type of data	Lawful basis for processing including basis of legitimate interest
To register you as a new customer	• Identity • Contact	• Performance of a contract with you
To process and deliver your order including payment and collection or recovery of those payments	• Identity • Contact • Financial • Transaction • Marketing and communications	• Performance of a contract with you • Necessary for our legitimate interests (debt collection)
To manage our relationship with you which will include: • Notifying you about changes in our terms or privacy policy • Asking you for feedback or take a survey	• Identity • Contact • Profile • Marketing and communications	• Performance of a contract with you • Necessary to comply with a legal obligation • Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services)
To enable you to take part in a competition, prize draw, or survey	• Identity • Contact • Profile • Usage • Marketing and communications	• Performance of a contract with you • Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services)

To administer and protect our business and website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	• Identity • Contact • Technical	• Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise) • Necessary to comply with a legal obligation
To deliver relevant website content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you	• Identity • Contact • Profile • Usage • Marketing and communications • Technical	• Necessary for our legitimate interests (to study how customers use our products/services, to develop them, to grow our business and to inform our marketing strategy)
To use data analytics to improve our website, products/services, marketing, customer relationships and experiences	• Technical • Usage	• Necessary for our legitimate interests (to define types of customers for our products and services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy)
To make suggestions and recommendations to you about goods or services that may be of interest to you	• Identity • Contact • Technical • Usage • Profile	• Necessary for our legitimate interests (to develop our products/services and grow our business)

1.4. Duration of the processing

Whenever we collect or process your personal data, we'll only keep it for as long as is necessary for the purpose for which it was collected. At the end of that retention period (usually no longer than seven years), your data will either be deleted completely or anonymised, for example by aggregation with other data so that it can be used in a non-identifiable way for statistical analysis and business planning. For information stored in backup archives, we will securely store the information and isolate it from any further use until deletion is possible.

2. Categories of data subject

2.1. When using this Service, the groups of individual's data by category

- Your end users using the service that you deliver
- The personal data about your employees and contractors that we collect as a Customer of ours to complete account administration and set up
- The personal data that we collect about the service user access technical information (e.g. browser, IP address)
- The details of your employee and contractor interactions with us when you require support for the Service (information that you choose to submit)

Bookinglab reserves the right to change their Data Processing Activities Policy documentation and its location from time to time.

APPENDIX B

Information Security

Our information security document is available on our website www.bookinglab.co.uk/legals

Bookinglab reserve the right to change their Information Security document and its location from time to time.

APPENDIX C

Privacy Policy

Our Privacy Policy is available on our website www.bookinglab.co.uk/privacy

Bookinglab reserve the right to change their Privacy Policy documentation and its location from time to time.