

PORTLAND BROWN

# Our Supplier Legal Pack

This pack contains legally binding documents that need to be completed, signed, and returned to us. The documents outline important information regarding what we expect from our partners and how we'll work together.



# What's inside?

Page 1: Our Terms & Conditions

Page 7: Service Level Agreement

Page 9: Data Protection Agreement



# Our Terms & Conditions

This Agreement (“Agreement”) is entered into by and between Portland Brown Limited (“Portland Brown”) and the undersigned Property Partner (hereinafter referred to as the “Supplier”), collectively referred to as “the Parties”, for temporary accommodation bookings.

## Partner Agreement

Date: \_\_\_\_\_

This agreement is between \_\_\_\_\_  
and Portland Brown.

### 1. Description of Services

The Supplier should provide the following support to Portland Brown:

- 1.1. Deliver corporate standard housing options and service in line with the strict criteria set by Portland Brown, as seen in our Service Level Agreement, reference Schedule A.
- 1.2. Ensuring that our client’s choice of corporate housing is booked and reserved as quickly as possible following Portland Brown’s confirmation with the Supplier.
- 1.3. Provide comprehensive check-in instructions for each individual booking at least 48 hours prior to arrival, these must include, but are not limited to any relevant gate codes, parking space numbers, lock box combinations or post box locations.
- 1.4. Provide comprehensive contact details for each booking made by Portland Brown. These must be provided at least 48 hours before arrival and include the correct numbers for check in (arrival), maintenance issues, guest queries and emergencies (out of hours).
- 1.5. Support Portland Brown in resolving any issues or concerns surrounding the reservation.
- 1.6. Ensuring, where possible, that any request for an extension to a booking is reserved and confirmed in writing promptly.

## **2. Relationship**

**2.1.** The Supplier and Portland Brown agree that they will protect each other's best interests and maintain confidentiality in respect of all client transactions.

### **2.2. Supplier agrees to:**

**2.3.** Obey all lawful and reasonable directions of Portland Brown

**2.4.** Not act in such a way that their connection with Portland Brown by virtue of this Contract reflects unfavourably on, or damages the reputation of Portland Brown or its products or services

**2.5.** Represent and warrant that you will provide all services in full compliance with all laws, directives, orders, statutes and ordinances.

**2.6.** Comply with all relevant legal requirements, including (without limitation) health and safety laws, environmental regulations, and the security and safety standards set by Portland Brown or its clients.

**2.7.** Keep confidential all information received or acquired from Portland Brown or otherwise arising out of or in connection with the Contract.

**2.8.** As and when required, sign a Nondisclosure Agreement for certain client requirements

## **3. Insurance and Safety Checks**

The Supplier will, at its own expense, obtain and maintain the following insurance for the country of accommodation equivalent for the duration of the working relationship with Portland Brown:

**3.1.** Public Liability Insurance with coverage including, but not limited to, premises/operations, contractual, personal injury or death to persons and products/completed operations liabilities, with limits of at least £800,000 per occurrence and £1.6 million annual aggregate for bodily injury and property damage combined.

**3.2.** The Supplier understands and agrees they are responsible for any injury to guest(s) and or their family members/visitors that occurs using the Supplier's property where it is established that this has not been caused by the guest's negligence. For the avoidance of doubt, this may include, but is not limited to, slips/trips, bodily injury etc.

**3.3.** Supplier shall secure and maintain Employee Liability Insurance as legally required.

**3.4.** Portland Brown may request a copy of all insurance documents at any time, these should be provided to Portland Brown by the Supplier within 48 business hours.

**3.5.** Portland Brown shall be given at least 30 days' notice of the cancellation or expiration of the aforementioned insurance for any reason.

#### **4. Health & Safety Compliance**

The Supplier agrees, and where applicable shall ensure the owner(s) of the Apartments also agree, to comply with all applicable laws and regulations, including all Health & Safety requirements. At a minimum, you are required to have the following safety certificates and completed assessments in place.

We would ask that, if requested, you provide copies of these to Portland Brown within 24 hours of a request to do so:

- Gas Safety Certificate
- Electrical Inspection Report
- Electrical Equipment Safety Certificate
- Fire Risk Assessment

Portland Brown cannot partner with any Supplier that does not have safety compliance relevant to the country of accommodation provision in place. Should you at any point become not fully compliant, you must notify us immediately.

#### **5. Data Protection**

Both parties agree to ensure that they will, at all times, comply with the provisions and obligations imposed by the Data Protection Act 2018 and the GDPR, any subsequent enactment, amendment or modification thereof, and all personal data acquired by either party from the other will be returned to the disclosing party on request. Both parties agree to indemnify each other in respect of any action brought about due to any unauthorised disclosure of personal data.

#### **6. Rates**

##### **6.1. Quotations**

When quoting rates, ensure the following process is in place:

###### **6.1.1. Europe**

All rates should be quoted on a nightly basis in the relevant country's currency and include all taxes and services of that country. All rates should include a weekly clean and linen change as a minimum. Any extra charges, such as pet fees, should be outlined at the point of enquiry.

### **6.1.2. Monthly Rates**

Where rates are quoted monthly or 'special offer', the monthly rate should be clearly outlined, along with any possible rate changes should the reservation extend or be reduced.

### **6.1.3. VAT**

Where the owner of the apartments is categorised as residential upon the Cadastral Registry, the Supplier will ensure that the owner of the apartments categorised as residential upon the Cadastral Registry will not opt for VAT application if allowed.

## **7. Payment Agreement Procedure**

### **7.1. Payment Terms**

Credit facilities of 45 days from the check-in date are required. Should any reservation length be over 45 days, payment will be made month by month.

### **7.2. Invoicing Arrangement**

The Supplier will provide Global by Portland Brown with a detailed invoice. The invoice must be addressed to our client C/O Portland Brown with the relevant PO number. This information will be provided to you by the team upon confirmation of booking.

The Supplier will receive payment from Global by Portland Brown 45 days from the check-in date. If the stay is longer than 45 days, payment will be made month by month.

## **8. Notice and Cancellation Policies**

The Supplier should offer a Cancellation Policy: 30 days pre-arrival and once in-house.

## **9. Proof of ownership or Leasehold**

The service provider agrees to provide proof of property ownership or valid rental agreements/leasehold documentation for all apartments included under this agreement, upon request.

## **10. Cadastral Classification**

The service provider shall ensure that each property is accompanied by an official certificate confirming its Cadastral Category. The Supplier will ensure that the owner of the apartments categorised as residential on the Cadastral Registry will not opt for VAT application if allowed.

## **11. Damage and Deposits**

Portland Brown will not pay deposits. If a form of deposit is required, we expect our Supplier(s) to arrange and facilitate the guest's completion of a credit card authorisation form at the point of check-in. Please note, Portland Brown must be made aware of this expectation at the time of booking.

We recommend our Supplier(s) arrange a 'registration card' to be signed by each and every guest at the time of arrival.

Any damage claims should be notified to us in writing no later than 48 hours after the end of the term of the reservation. Any claims made outside of this time will not be considered.

A copy of our damage policy can be provided on request/as part of your onboarding pack.

## **12. Failure to Provide Services**

If any bookings made with the service provider should not be fulfilled (e.g. a booked apartment is not available as intended), then the service provider will provide suitable, equivalent, alternative accommodation as soon as possible. Should the alternative accommodation not be suitable, such determination to be made by Portland Brown, then Portland Brown will have the right to terminate immediately any contract in relation to the specific booking(s), and any monies paid in respect of such booking(s) will be refunded.

Where Portland Brown incur any cost in relation to providing alternative accommodation in this scenario, such cost will be repaid by the service provider upon Portland Brown presenting any necessary evidence and invoice.

### **13. Force Majeure**

A Force Majeure Event being act of God, fire, flood, exceptionally severe weather, explosion, war, civil disorder, industrial dispute, terrorist act, act of government or judicial authority, civil commotion, insurrection, embargo, pandemic, epidemic, and any other major disruption beyond the reasonable control of the relevant party.

Where a Force Majeure Event results in an inability for bookings to be fulfilled, then Portland Brown may, at its sole discretion, immediately terminate any bookings made, whether upcoming or in-house as the case may be, and Portland Brown will have no obligation for payment for services beyond the point of termination.

Any overpayments (i.e., payments for services not yet rendered, advance payments, etc.) will be paid back to Portland Brown.

The validity, construction and performance of the contract shall be governed by the laws of England and Wales, and the parties hereby submit to the exclusive jurisdiction of the English Courts.

The Supplier confirms acceptance of and agreement to all the above terms and conditions and undertakes to fully comply with the obligations set out herein.

Supplier: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of signatory: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

# Schedule A

## Service Level Agreement

All temporary housing offered to Portland Brown is required to meet our 'Acceptable Housing Criteria' standards, unless previously advised to Portland Brown at the time of offer. Our 'Acceptable Housing Criteria' includes:

- Secure locations
- Fully furnished properties
- All utilities are to be connected and working correctly
- Cleaned to a professional standard upon arrival
- Wi-Fi is available and working
- Weekly cleaning
- A 24-hour emergency contact number for both Portland Brown and our guests
- Suppliers shall use all reasonable efforts to resolve any problems that may arise during the reservation. Portland Brown must be notified immediately of any issues via email, with a plan of action to rectify issues in line with our SLA timeframes
- Any direct communication with guests must be reported to Portland Brown
- Any access requests must be booked and confirmed in writing by Portland Brown

## Inventory

All property inventory should include the following as a minimum standard:

<b>ROOMS</b>	<b>APPLIANCES</b>	<b>OTHER ITEMS</b>
Bedroom(s)	Oven & Hob	Microwave
(Western) Bathroom(s)	Fridge & Freezer	Toaster
Living Room/Area	Washing Machine/on-site laundry facilities	Kettle
Kitchen	TV	Vacuum
If studio - a separate living space to bed if possible	Internet	Iron & Ironing Board

<b>FURNITURE (BEDROOM)</b>	<b>FURNITURE (LIVING AREA)</b>	<b>FURNITURE (UPHOLSTERY)</b>
Queen/Twin Beds	Sofa	Bed Linen
Wardrobe(s)	Coffee Table	X1 Set Towels per guest
Drawers	Lamp	Curtains/Blinds
Bedside Lamps	Dining Table & Chair	
Mirror		

## **Maintenance**

All maintenance issues should be dealt with within the time frame set forth by Portland Brown. The Supplier should ensure all relevant team members are aware of the time frames below.

Safety issues, security or leaks	2 hours
Loss of water or electricity	4 hours
Heating and hot water issues	4 hours
Failure of a household appliance	24 hours
Guest reported issues affecting stay	24 hours
General maintenance requirements	48 hours

## **Your Acknowledgement**

Upon signing this agreement, you are confirming that you have read and understood all the information and will hereby honour each clause.

*N. Bolsover*

**Nikki Bolsover**  
 Director & General Manager  
 Portland Brown

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Job Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Schedule B**

### **Data Protection Agreement**

### **International Data Sharing Agreement**

This agreement is dated \_\_\_\_\_

#### **PARTIES**

Portland Brown Limited, a company registered under the laws of England and Wales with number 05452350, whose registered office is at 22 Stokes Croft, Bristol, BS1 3PR (the 'Data Exporter') and

---

incorporated and registered in \_\_\_\_\_

whose registered office is at \_\_\_\_\_

---

(the 'Data Importer'), each a 'Party' and together the 'Parties'.

#### **WHEREAS:**

1. The Data Exporter agrees to share the Shared Personal Data with the Data Importer on the terms set out in this Agreement.
2. The Data Importer agrees to use the Shared Personal Data on the terms set out in this Agreement.
3. This Agreement incorporates standard contractual clauses approved for the Data Protection Act (DPA) 2018 and the GDPR.

## Definitions

Agreement	This Agreement, which is a free-standing document that does not incorporate commercial business terms established by the Parties under separate commercial arrangements.
Business Day	A day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Clauses	Shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the Parties under separate commercial arrangements.
Commencement Date	Has the meaning given at the beginning of the Agreement.
Data Exporter	Shall mean the Controller or Processor who transfers the Personal Data.
Data Importer	Shall mean the Controller, Processor or Sub-Processor who agrees to receive from the Data Exporter Personal Data for further processing in accordance with the terms of these clauses and who is not subject to a third country's system ensuring adequate protection.
Data Protection Legislation	(i) Data Protection Act 2018; (ii) the General Data Protection Regulation ("GDPR"); (iii) Directive 2002/58/EC as updated by Directive 2009/136/EC; and (iv) any other laws and regulations relating to the processing of Personal Data and privacy which apply to a Party and, if applicable, the guidance and codes of practice issued by the relevant data protection or supervisory authority as updated and superseded from time to time.
EEA	Means the European Economic Area.
Personal data, Special Categories of Data / Sensitive Data, Process, Controller, Processor and Data Subject	Shall have the same meaning as in the UK Data Protection Act 2018, and the GDPR
Shared Personal Data	The Personal Data to be shared between the Parties under this Agreement.
Subject Access Request	The exercise by a Data Subject of their rights under the Data Protection Legislation including Article 15 of the GDPR.
Supervisory Authority / Authority	Shall have the same meaning as in the UK Data Protection Act 2018, and to the GDPR (whereby the Authority shall mean the competent data protection authority in the territory in which the Data Exporter is established).

The details of the transfer (as well as the Personal Data covered) are specified in Annex B, which forms an integral part of the clauses.

## **1. Obligations of the Data Exporter**

**The Data Exporter warrants and undertakes that:**

- 1.1. The Personal Data has been collected, processed and transferred in accordance with the laws applicable to the Data Exporter.
- 1.2. It has used reasonable efforts to determine that the Data Importer is able to satisfy its legal obligations under these clauses
- 1.3. It will provide the Data Importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the Data Exporter is established.
- 1.4. It will respond to enquiries from Data Subjects and the Authority concerning processing of the Personal Data by the Data Importer, unless the Parties have agreed that the Data Importer will so respond, in which case the Data Exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the Data Importer is unwilling or unable to respond. Responses will be made within a reasonable time.
- 1.5. It will make available, upon request, a copy of the Clauses to Data Subjects who are third party beneficiaries under Clause 3, unless the Clauses contain confidential information, in which case it may remove such information. Where information is removed, the Data Exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the Authority. However, the Data Exporter shall abide by a decision of the Authority regarding access to the full text of the Clauses by Data Subjects, as long as Data Subjects have agreed to respect the confidentiality of the confidential information removed. The Data Exporter shall also provide a copy of the Clauses to the Authority where required.

## **2. Obligations of the Data Importer**

**The Data Importer warrants and undertakes that:**

- 2.1. It will have in place appropriate technical and organisational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration,

unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.

- 2.2.** It will have in place procedures so that any third party it authorises to have access to the Personal Data, including Processors, will respect and maintain the confidentiality and security of the Personal Data. Any person acting under the authority of the Data Importer, including a Data Processor, shall be obligated to process the Personal Data only on instructions from the Data Importer. This provision does not apply to persons authorised or required by law or regulation to have access to the Personal Data.
- 2.3.** It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these Clauses, and it will inform the Data Exporter (which will pass such notification on to the Authority where required) if it becomes aware of any such laws.
- 2.4.** It will process the Personal Data for purposes described in Annex B and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.
- 2.5.** It will identify to the Data Exporter a contact point within its organisation authorised to respond to enquiries concerning processing of Personal Data and will cooperate in good faith with the Data Exporter, the Data Subject and the Authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the Data Exporter, or if the Parties have so agreed, The Data Importer will assume responsibility for compliance with the provisions of Clause 1.5.
- 2.6.** At the request of the Data Exporter, it will provide the Data Exporter with evidence of financial resources sufficient to fulfil its responsibilities under Clause 3 (which may include insurance coverage).
- 2.7.** Upon reasonable request of the Data Exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the Data Exporter (or any independent or impartial inspection agents or auditors, selected by the Data Exporter and not reasonably objected to by the Data Importer) to ascertain compliance with the warranties and undertakings in these Clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or Supervisory Authority within the country of the Data Importer, which consent or approval the Data Importer will attempt to obtain in a timely fashion.
- 2.8.** It will process the Personal Data, at its option, in accordance with;
  - a) The data protection laws of the country in which the Data Exporter is established,  
or,

- b) The relevant provisions of any Commission decision pursuant to the UK Data Protection Act 2018, and the GDPR, where the Data Importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the Personal Data, or,
- c) The data processing principles set forth in Annex A.

Data importer to indicate which option it selects:

- A.
- B.
- C.

Initials of Data Importer: \_\_\_\_\_

**2.9.** It will not disclose or transfer the Personal Data to a third-party data controller located outside the European Economic Area (EEA) unless it notifies the Data Exporter about the transfer and,

- a) the third-party data controller processes the Personal Data in accordance with a Commission decision finding that a third country provides adequate protection, or,
- b) the third-party data controller becomes a signatory to these Clauses, or another data transfer agreement approved by a competent authority in the EU, or
- c) Data Subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or
- d) regarding onward transfers of Sensitive Data, Data Subjects have given their unambiguous consent to the onward transfer.

### **3. Liability and Third-Party Rights**

- 3.1.** Each Party shall be liable to the other Parties for damages it causes by any breach of these Clauses. Liability as between the Parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a Party for its outrageous conduct) are specifically excluded. Each Party shall be liable to data subjects for damages it causes by any breach of third-party rights under these clauses. This does not affect the liability of the Data Exporter under its data protection law.
- 3.2.** The Parties agree that a Data Subject shall have the right to enforce as a third party beneficiary this clause and clauses Clause 1(b), Clause 1(d), Clause 1(e), Clause 2(a), Clause 2(c), Clause 2(d), Clause 2(e), Clause 2(h), Clause 2(i), Clause 3(a), Clause 5, Clause 6(d) and Clause 7 against the Data Importer or the Data Exporter, for their respective breach of their contractual obligations, concerning their Personal Data, and accept jurisdiction for this purpose in the Data Exporter's country of establishment. In cases involving allegations of breach by the Data Importer, the Data Subject must first request the Data Exporter to take appropriate action to enforce their rights against the Data Importer; if the Data Exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the Data Subject may then enforce their rights against the Data Importer directly. A Data Subject is entitled to proceed directly against a Data Exporter that has failed to use reasonable efforts to determine that the Data Importer can satisfy its legal obligations under these Clauses (the Data Exporter shall have the burden to prove that it took reasonable efforts).

### **4. Law Applicable to the Clauses**

These Clauses shall be governed by the law of the country in which the Data Exporter is established, except the laws and regulations relating to processing of the Personal Data by the Data Importer under Clause 2.8, which shall apply only if so selected by the Data Importer under that clause.

### **5. Resolution of Disputes with Data Subjects or The Authority**

- 5.1.** In the event of a dispute or claim brought by a Data Subject or the Authority concerning the processing of the Personal Data against either or both Parties, the

Parties will inform each other about any such disputes or claims and will cooperate to settle them amicably in a timely fashion.

**5.2.** The Parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by the Authority. If they do participate in the proceedings, the Parties may elect to do so remotely (such as by telephone or other electronic means). The Parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

**5.3.** Each Party shall abide by a decision of a competent court of the Data Exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

## **6. Termination**

**6.1.** In the event that the Data Importer is in breach of its obligations under these Clauses, then the Data Exporter may temporarily suspend the transfer of Personal Data to the Data Importer until the breach is repaired or the contract is terminated.

**6.2.** In the event that:

- a) The transfer of Personal Data to the Data Importer has been suspended by the Data Exporter for longer than one month under Clause 6.1.
- b) Compliance by the Data Importer with these Clauses would put it in breach of its legal or regulatory obligations in the country of import.
- c) The Data Importer is in substantial or persistent breach of any warranties or undertakings given by it under these Clauses.
- d) A final decision against which no further appeal is possible of a competent court of the Data Exporter's country of establishment or of the Authority rules that there has been a breach of the Clauses by the Data Importer or the Data Exporter; or
- e) A petition is presented for the administration or winding up of the Data Importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the Data Importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs then the Data Exporter, without

prejudice to any other rights which it may have against the Data Importer, shall be entitled to terminate these Clauses, in which case the Authority shall be informed where required. In cases covered by Clause 6.1(a), Clause 6.1(b) or Clause 6.1(d) above, the Data Importer may also terminate these clauses.

### **6.3. Either Party may terminate these Clauses if**

- a) any Commission positive adequacy decision under UK DPA 2018 or GDPR (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the Data Importer, or
- b) UK DPA 2018 or GDPR (or any superseding text) becomes directly applicable in such a country.

**6.4.** The Parties agree that the termination of these Clauses at any time, in any circumstances and for whatever reason (except for termination under Clause 6.3 does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the Personal Data transferred.

## **7. Variation of these Clauses**

**7.1.** The Parties may not modify these clauses except to update any information in Annex B, in which case they will inform the Authority where required. This does not preclude the Parties from adding additional commercial clauses where required.

## **8. Description of the Transfer**

**8.1.** The details of the transfer and of the Personal Data are specified in Annex B. The Parties agree that Annex B may contain confidential business information which they will not disclose to third Parties, except as required by law or in response to a competent regulatory or government agency, or as required under Clause 1.5. The Parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

## 9. Indemnity

9.1. The Parties will indemnify each other and hold each other harmless from any cost, charge, damages, expense or loss which they cause each other as a result of their breach of any of the provisions of these clauses. Indemnification hereunder is contingent upon:

- a) The Party to be indemnified (the 'Indemnified Party') promptly notifying the other Party (the 'Indemnifying Party') of a claim.
- b) The Indemnifying Party having sole control of the defence and settlement of any such claim; and
- c) The Indemnified Party providing reasonable cooperation and assistance to the Indemnifying Party in defence of such claim.

## 10. Allocation of Cost

10.1. Each Party shall perform its obligations under this Agreement at its own cost.

**This Agreement is entered into as of the date first written above.**

Signed by (name of director):

---

for and on behalf of (name of data exporter)

---

**Director**

Signed by (name of director):

---

for and on behalf of (name of data importer):

---

**Director**

## **Annex A: Data Processing Principles**

### **Data must be:**

1. Processed lawfully, fairly and in a transparent manner in relation to individuals ('lawfulness, fairness and transparency').
2. Collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes ('purpose limitation').
3. Adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed ('data minimisation').
4. Accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay ('accuracy').
5. Kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the GDPR in order to safeguard the rights and freedoms of individuals ('storage limitation');
6. Processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures ('integrity and confidentiality')."

### **In Addition:**

1. Security and confidentiality: Technical and organisational security measures must be taken by all parties that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a Processor or Sub-Processor, must not process the data except on instructions from the data controller.

2. Rights of access, rectification, deletion and objection: As provided in GDPR data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the Data Exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the Data Importer or other organisations dealing with the Data Importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the Personal Data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third Parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the Personal Data relating to them if there are compelling legitimate grounds relating to their situation. The burden of proof for any refusal rests on the Data Importer, and the data subject may always challenge a refusal before the authority.
3. Special Category Data: The Data Importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under Clause 2.
4. Data used for marketing purposes: Where data is processed for the purposes of direct marketing, effective procedures should exist allowing the data subject to “opt-in” before data is processed, and, at any time, allow a data subject to “opt-out” from having their data used for such purposes.
5. Automated decisions: For purposes hereof “automated decision” shall mean a decision by the Data Exporter or the Data Importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of Personal Data intended to evaluate certain personal aspects relating to them, such as their performance at work, creditworthiness, reliability, conduct,

etc. The Data Importer shall not make any automated decisions concerning data subjects, except:

- a) when such decisions are made by the Data Importer in entering or performing a contract with the data subject, and the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the Parties making such decision or otherwise to make representations to that Parties.

**Or**

- b) where otherwise provided by the law of the Data Exporter.

## Annex B: Description of the transfer

Data subjects: The Personal Data transferred concern the following categories of data subjects:

The employees, directors and other representatives of the clients of the Data Exporter.

Purpose of the transfer: The transfer is made for the following purpose:

The purpose of the sharing of the Shared Personal Data by the Data Exporter to the Data Importer is to enable the Data Importer to provide accommodation and related services to the data subjects.

Categories of data: The Personal Data transferred concerned the following categories of data:

The following types of Personal Data will be shared between the Parties during the Term of this agreement:

Name

Contact details (home address, telephone number, email address)

Please enter any other category below:

Recipients: The Personal Data transferred may be disclosed only to the following recipients or categories of recipients

- The Data Importer

Sensitive data: The Personal Data transferred concern the following categories of sensitive data:

The following types of special categories of Personal Data will be shared between the Parties during the Term of this agreement:

- Racial or ethnic origin.
- Religious or philosophical beliefs.
- Data concerning a natural person's physical or mental health.

Data protection registration information of Data Exporter (where applicable):

Additional useful information (storage limits and other relevant information)

Contact points for data protection enquiries (name, role, team and contact details)

**Data importer**

**Data exporter**

I hereby confirm that all the necessary safety checks are in place for every property within our portfolio. All certificates and completed assessments are valid and are audited regularly.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_