

Data Protection Schedule (“Schedule”) to Order Form

- 1 This Data Protection Schedule applies as linked to the Order Form (including the Business Travel Terms and Conditions and/or Meetings & Event Services Terms and Conditions as applicable) (collectively, “Agreement”) between Reed & Mackay Travel Inc. (“R&M”) (Registered in USA No. 5783024) whose principal office is at 1900 Market Street, Philadelphia, Pennsylvania 19103 and you the Client. Defined terms used elsewhere in the Agreement shall have the same meaning in this Schedule. Where R&M processes personal data as a processor on behalf of the Client, R&M shall:
 - 1.1 only use the Data to:
 - (a) perform its obligations under this Agreement and process such personal data in accordance with the Client’s written instructions; and/or
 - (b) comply with the Data Protection Legislation (provided that R&M has, prior to the relevant processing, informed the Client of such requirement (unless the Relevant Law prohibits such notification));
 - 1.2 subject to Paragraphs 2, 4 and 5 (inclusive) of this Schedule, implement and maintain appropriate technical and organizational measures to protect Data processed in connection with this Agreement from accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access;
 - 1.3 take all reasonable steps to ensure the reliability of any of the R&M Employees or Personnel who have access to Data processed in connection with this Agreement and ensure that all such R&M Employees or Personnel are bound by enforceable obligations of confidentiality;
 - 1.4 taking into account the nature of the processing, assist the Client by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Client's obligation to respond to requests from data subjects exercising their rights;
 - 1.5 notify the Client without undue delay upon becoming aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data processed by R&M in connection with this Agreement;
 - 1.6 make available to the Client, within a reasonable period of time following notice from the Client, all information necessary to demonstrate compliance with the obligations set out in this Schedule and allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client provided any such audits, and/or inspections occur only on one (1) occasion in any twelve (12) month period, that such inspections, and/or audits are strictly limited to R&M’s arrangements for compliance with this Schedule, such inspections, and/or audits are carried out during normal business hours, and the Client (or the relevant third party conducting such an audit) provides R&M reasonable prior notice of such an audit, and/or inspection in writing and the scope of such an audit, and/or inspection is agreed with R&M prior to its commencement;
 - 1.7 be entitled to transfer personal data internationally provided appropriate safeguards are in place under Data Protection Legislation;
 - 1.8 immediately notify the Client, if in R&M’s opinion, any instruction or direction from the Client infringes Data Protection Legislation or other applicable data protection law; and
 - 1.9 at the Client's choice, delete or return to the Client all Data when the Services cease to be provided to the Client, and delete all then existing copies (unless required to be retained by R&M by applicable law).
- 2 The Client acknowledges and agrees, and shall procure that the Travelers and Users acknowledge and agree, that it is necessary for R&M to provide Data to Service Providers in order to provide Services.
- 3 The Client acknowledges and agrees that R&M shall be authorised to use Sub-Processors in relation to the processing of personal data on the Client’s behalf for the provision of the Services under this Agreement. A list of Sub-Processors used by R&M is available [here](#). R&M remains responsible and liable for any acts or omissions of its Sub-Processors. R&M shall ensure it has a written contract with the Sub-Processors which contains terms for the protection of personal data which are no less protective than the terms set out in this Schedule.
- 4 Without prejudice to Paragraph 2 above, and notwithstanding any other provision in this Agreement, the Client:

- (a) hereby consents to R&M transferring Data to any Service Provider for the purposes of supplying the Services in accordance with this Agreement; and
 - (b) shall procure that the Travelers and Users have each given their consent to R&M transferring the Travelers' and the Users' Data to Service Providers for the purposes of supplying the Services in accordance with this Agreement.
- 5 In light of Paragraph 2 above, R&M shall use its reasonable endeavours to help the Client to respond to any failure (whether act or omission) by a Service Provider to process Data in accordance with appropriate and industry standard methods but R&M shall otherwise have no liability to the Client, any member of the Client's Group or any Traveler or User (whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise) arising out of or in connection with any Service Providers' processing, using, misusing, losing, damaging or corrupting Data, or otherwise infringing a person's rights in relation to Data.
- 6 Without prejudice to Paragraphs 2, 4 and 5 above (inclusive) of this Schedule, the Client shall obtain all necessary consents and has provided Travelers and Users with all necessary information to enable the Data to be lawfully provided to R&M in accordance with the Data Protection Legislation.
- 7 The Client acknowledges and agrees that Annex 1 to this Schedule contains certain details relating to the processing of data by R&M pursuant to this Agreement.
- 8 The Client acknowledges and agrees that it shall bear the cost of, and reimburse R&M for, reasonable costs and expenses incurred by R&M in providing assistance as described in paragraphs 1.4 above.

Annex 1

Data Processing Activities

Categories of data	<p>Traveler and/or booker details – title, forename, middle name, surname, known name (if different), gender, date, place and country of birth, country of residence, nationality, marital status; location of Traveler – destinations and locations on trip</p> <p>Company Information – company name, department, cost centre, account number, job title, employee number</p> <p>Main contact details – addresses (home, offices etc), telephone numbers, fax numbers, mobile telephone numbers, email address</p> <p>Travel Booker/PA Information – name, telephone number, email address</p> <p>Methods of payment – card type, card number, expiry date, usage preferences, debit/credit, personal/business</p> <p>Documents – Passport - passport country, issue country, passport number, forename, middle names, surname, date of issue, date of expiry, biometric (Y/N) Visa (inc. ESTA, Redress, Schengen, Work Permit, Global Entry) – visa county, issue country, type of visa, document number, issue date and date of expiry TSA – TSA number, start date, expiry date Driving Licences – country, licence number, forename, middle name, surname, start date, expiry date, provisional (Y/N), international (Y/N) ID Cards – country, ID card number, forename, middle name, surname, start date, expiry date</p> <p>Vaccine, Covid and health information as required for bookings</p> <p>Travel Preferences – Air - seat type, home airport, on-line check-in preference, meal type Car – category, style, transmission, fuel/aircon, satnav (Y/N), Rail – seat allocation, meal type Eurostar – coach number, seat number, seat type, seat allocation, meal type Hotel - smoking/non smoking, preferred room type Any accessibility requirements for trip</p> <p>Memberships – loyalty cards - service type, supplier, membership number, date of expiry, status, level</p> <p>Personal Hobbies/Interests</p>
Categories of Data Subjects	Employees and guests of client, and others for whom the Client requires travel
Processing Operations	Provision of travel and travel-related services
Purposes	Provision of travel and travel-related services
Duration	<p>Financials – duration of contract + 7 years</p> <p>Profiles – duration of contract, reviewed annually and deleted at request of client</p>