

## **GROUP BOOKING TERMS AND CONDITIONS**

*Group Booking Terms and Conditions version 1.2 updated 6th July 2022*

Thank you for your booking with Parkdean Resorts UK Limited (Parkdean Resorts). We look forward to welcoming you to our Holiday Park. These Group Booking Terms and Conditions set out the terms and conditions of your booking, and together with the Group Booking Contract forms the Agreement between you and Parkdean Resorts. Please read both documents carefully and then sign the Group Booking Contract to confirm that you agree to the terms and conditions and that the details are correct. When Parkdean Resorts receives your signed agreement and deposit and the agreement is then signed on behalf of Parkdean Resorts, your booking will be confirmed.

### **1. WHO YOUR AGREEMENT IS WITH**

This Agreement is made between Parkdean Resorts and the Customer.

### **2. INTERPRETATION**

In this Agreement expressions defined in the Group Booking Contract and used in this Agreement have the meanings set out in the Group Booking Contract and unless the context otherwise requires, the following expressions have the meanings set out below.

**“Agreement”** means the contract made between Parkdean Resorts and the Customer relating to the Customer's use of the Holiday Park in accordance with the Group Booking Form and the Group Booking Terms and Conditions.

**“Event”** means any activity, entertainment, show or performance that you organise, arrange, host or otherwise participate in at the Holiday Park regardless of whether tickets are sold separately and regardless whether it is attended by your Group, other guests or visitors to the Holiday Park or anyone else and for which you have obtained our advance written consent.

**“General Manager”** means the Parkdean Resorts' representative who is responsible for the day to day running of the Holiday Park.

**“Group”** means any person who enters the Holiday Park with the Customer's permission (whether express or implied) or is otherwise permitted access (either directly or indirectly) to the Holiday Park by any member of the Customer's Group or any person who may have reasonably believed that they had the Customer's (or any member of the Group's) consent (or would have had such consent if they had asked for it) to be on the Holiday Park, regardless of whether they have made a booking with the Customer, and includes the Customer's customers, guests or invitees and any of their customers, guests or invitees as the case may be.

**“Group Booking Contract”** means the order form setting out the key details of the Customer's booking.

**“Group Booking Terms and Conditions”** means these terms and conditions.

**“Stay”** means the dates and times when you will have use of the Holiday Park, commencing on the Arrival Date and ending on the Departure Date.

### **3. PRICE**

The total Price is the amount set out in the Group Booking Contract. VAT will be added at the prevailing rate.

### **4. PAYMENT**

4.1. The Price and the Refundable Damage Deposit shall be due for payment on the Payment Dates set out in the Group Booking Contract.

4.2. If Parkdean Resorts does not receive full payment of any instalment on the relevant Payment Date (and time shall be of the essence), then without limiting any of its remedies it may have pursuant to Clause 4.3.1 and 4.3.2 of this Agreement or at law, it may charge interest on the overdue sum from the relevant Payment Date until payment of the overdue sum, whether before or after judgment. Interest under this Clause will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.

4.3. If Parkdean Resorts does not receive full payment of any instalment on the relevant Payment Date, it may (in its absolute discretion):

4.3.1. treat your booking as being cancelled by you. If Parkdean Resorts does this it shall inform you of this in writing (please refer to Clause 6 which sets out the consequences of cancellation); or

4.3.2. if the instalment or part thereof is due for payment and remains unpaid for a period of one week after the relevant Payment Date, then the whole Price shall become due and payable.

4.4. If the whole Price becomes due and payable pursuant to Clause 4.3.2 and you fail to pay the whole Price within 7 days of Parkdean Resorts' written demand, then Parkdean Resorts may treat your booking as being cancelled by you and you shall pay the charges set out in Clause 6.

4.5. You shall indemnify Parkdean Resorts against all liabilities suffered or incurred by Parkdean Resorts arising out of or in connection with breach of Clause 4 or 6 of this Agreement.

### **5. WHAT IS INCLUDED IN YOUR BOOKING**

5.1. Pursuant to this Agreement, your booking includes: 5.1.1. Use of the Holiday Park (subject to any exceptions set out in this Agreement);

5.1.2. Use of the Accommodation Units.

5.1.3. The general security services on the Holiday Park (subject to Clause 9.3.1); and

5.1.4. Use of the Venues and Facilities (except those for which a separate charge is made or where other restrictions are in place).

5.2. There is an extra charge for some services (the prices of these services are available on request) on the Holiday Park including: 5.2.1. Any touring or camping pitches or facilities;

5.2.2. Any half board or other food options (please contact Parkdean Resorts for details of availability and pricing);

5.2.3. The use of any Facilities or Venues for which a separate charge is made to holidaymakers; and

5.2.4. Special requests (as detailed in Parkdean Resorts' brochure and website).

### **6. IF YOU AMEND OR CANCEL THE AGREEMENT**

6.1. Your booking can only be amended if Parkdean Resorts agrees in writing. A reasonable administration fee will only be charged if you make an amendment which results in a reduction to the Price.

6.2. If **you** wish to cancel this Agreement, you must notify Parkdean Resorts in writing by registered post at the address detailed in the Group Booking Contract marked for the attention of Group Bookings or send an email to [groupsadmin@parkdean-resorts.com](mailto:groupsadmin@parkdean-resorts.com). The cancellation is effective on the date Parkdean Resorts receives your notice.

6.3. If **you** cancel this Agreement or Parkdean Resorts treats your failure to fully pay any instalment on the relevant Payment Date as you cancelling this Agreement in accordance with Clause 4, the Cancellation Charges will be payable to Parkdean Resorts within 14 days of your cancellation or retained by Parkdean Resorts if already paid.

6.4. You and Parkdean Resorts agree that it is not possible to state with any degree of certainty what Parkdean Resorts' actual losses would be in the event of such cancellation, but that the Cancellation Charges represent a fair and reasonable pre-estimate of such losses.

## **7. CANCELLATION BY US**

7.1. Parkdean Resorts may cancel your booking (where in our absolute discretion it is necessary) due to any circumstances including, but not limited to, any: (i) law or any action taken by a government or public authority (including issue of any guidance or instruction); (ii) epidemic or pandemic; (iii) spread of infectious disease; (iv) interruption or failure of utility service; (v) non-performance by suppliers or subcontractors; (vi) fire, flood, or damage to the Holiday Park or accommodation; or (vii) any other business or operational reason which we determine at our sole discretion.

7.2. If Parkdean Resorts cancels your booking due to the circumstances set out in Clause 7.1, we will try to agree alternative arrangements with you but if none are available or we can't agree, or in any event at your option, Parkdean Resorts will refund to you the money you have paid (or where you have made another booking with us, apply any money you have paid us against any other booking) less any unavoidable and reasonable expenses we have incurred in preparation for the Event. Parkdean Resorts will not be liable to you for any other sum resulting from the cancellation of this Agreement pursuant to this Clause 7.

## **8. REFUNDABLE DAMAGE DEPOSIT**

8.1. You must pay Parkdean Resorts the Refundable Damage Deposit in accordance with the Payment Date Schedule set out in the Group Booking Contract.

8.2. You are responsible for the behaviour of the members of your Group. If they cause or contribute to damage to the Holiday Park or any of Parkdean Resorts' facilities or accommodation or Parkdean Resorts has to compensate holiday home owners or other guests in any way because of the actions of your Group, Parkdean Resorts will be entitled to deduct the cost of the damage and/or compensation from the Refundable Damage Deposit (in addition to any other remedies available to Parkdean Resorts whether under this Agreement or at law). Please note that accommodation should be left clean and tidy at the end of your Stay. If the amount of the Refundable Damage Deposit is insufficient to cover the cost of the damage, you will be liable for additional costs.

8.3. As soon as possible after your Departure Date and in any event no later than 21 days after your Departure Date, the General Manager will send you a report detailing any damage caused or contributed to by you or your Group. The Refundable Damage Deposit (less any deductions for damage and/or compensation) will be repaid to you no later than 21 days after your Departure Date.

## **9. YOUR OBLIGATIONS**

9.1. You agree to comply with and to ensure that your Group, your employees, workers, agents, consultants, contractors, subcontractors and suppliers comply with any policies, procedures or rules relating to the Holiday Park that are in force from time to time.

9.2. You agree not to use the Holiday Park for any purpose other than the Event and any other purpose that you have notified to Parkdean Resorts in writing in advance and Parkdean Resorts has provided its prior written consent, and not to use the Holiday Park for any illegal or immoral purpose.

9.3. You agree to (and where relevant pay the costs of): 9.3.1. arranging for such additional suitably qualified and accredited security officers that Parkdean Resorts requires (the number of security officer, hours of attendance and any other requirements shall be notified to you by Parkdean Resorts) to be present at any Event;

9.3.2. where necessary (or where otherwise required by Parkdean Resorts), notify the local police service about any Event and make such arrangements for policing of such Event to take place as either we or the local police service may reasonably require and to provide evidence to us that such arrangements have been made if we ask for that evidence; and

9.3.3. arranging for such suitably trained and accredited medical staff to be present at any Event as Parkdean Resorts may require (the number of medical staff, hours of attendance and any other requirements shall be notified to you by Parkdean Resorts).

9.4. You agree not to allow anyone who you know or suspect to be on the Sex Offenders register (compiled under the Sex Offenders Act 1997) to access the Holiday Park or attend any Event and you shall make suitable enquiries of your Group and your employees, agents, consultants, contractors, subcontractors and suppliers.

9.5. You will ensure that any equipment which you bring onto the Holiday Park is in good working order and properly maintained, has passed all relevant electrical checks and will be used in accordance with all applicable laws.

9.6. You will obtain and keep in full force and effect at all times during the period that this Agreement lasts a policy or policies of insurance covering public liability for injury to persons or property with a policy limit of not less than £5,000,000 per Event and provide evidence of such insurance to us on request.

9.7. You agree to comply with and to ensure that your Group, your employees, agents, consultants, contractors subcontractors and suppliers, and anyone otherwise involved with any of the Events complies with the reasonable directions of any member of our team on the Holiday Park concerning the management of the Event including without limitation in respect traffic management, the parking loading and unloading of vehicles, the disposal of rubbish and your responsibilities as set out in clause 9.13 below.

9.8. At the end of any Event you agree to leave any parts of the Holiday Park that you have used for the Event in a clean and tidy condition.

9.9. You agree not to alter move or otherwise interfere with any infrastructure or any other buildings fixtures fittings or installations at the Holiday Park.

9.10. You agree to limit the output of your electrical equipment to such output that is safe and within the limits of any source of supply used or that Parkdean Resorts may otherwise notify you from time to time.

9.11. You will ensure that all emergency exits into the Venues at the Holiday Park are kept unlocked and clear of obstructions and you agree not to remove or tamper with any fire safety equipment (or permit this to be done).

9.12. You will notify us as soon as you become aware of any incidents or damage which may give rise to a claim.

9.13. You agree to comply with all laws relating to any Event, your occupation and use of the Holiday Park and the use or operation of all service media and machinery and equipment at or serving the Holiday Park, and in particular:

- 9.13.1. You will not without a licence from the relevant licensing authority conduct or permit to be conducted any form of gambling raffles or lotteries on the Holiday Park;
- 9.13.2. You will comply with the terms of all licences and other legal obligations to which we are subject, including any obligations contained in our alcohol and entertainments licences, our caravan site licence any planning permissions affecting the Holiday Park;
- 9.13.3. You will be responsible for obtaining or administering all required licences, performance fees, music licences and royalties relating to any Event and you agree to produce to us evidence of compliance with this Clause if we ask you to.
- 9.13.4. You comply with all health and safety laws including any directions, codes of practice and voluntary codes that are applicable to the Event, and without limitation to the foregoing, you acknowledge and agree that you are solely responsible for ensuring that any equipment of any description that is brought on to the Holiday Park by you or a member of your Group as part of or for the purposes of staging an Event is properly maintained and fit for the purpose for which it is used, is operated with reasonable care and skill by suitably trained operators, and complies (and where relevant, is set up, used and run in accordance with) any and all applicable laws (including without limitation any applicable health and safety requirements).

9.14. You will provide any Customer Information and perform the Customer Requirements (where applicable) on or before the relevant dates set out in the Group Booking Contract.

## **10. BOOKINGS WITH MEMBERS OF YOUR GROUP**

10.1. The individual members of your Group will book direct with you and you will be responsible for collecting all payments and for all other aspects of the booking, including the Refundable Damage Deposit. You must make it clear to all members of your group that their booking (and any associated contract if applicable) is with you (not Parkdean Resorts) and that you are responsible for it.

10.2. Parkdean Resorts will only liaise with the Customer's Representative and will not take any bookings, or otherwise liaise with members of your Group and will refer any one contacting Parkdean Resorts about the booking to the Customer's Representative.

10.3. You agree that your booking conditions with your customers, guests or invitees for their stay on the Holiday Park or any Event (as applicable) will be in the form of our holiday booking terms and conditions from time to time (a copy of which is currently available at <https://www.parkdeanresorts.co.uk/terms-and-conditions/> and in addition to these you will include terms to the effect that your customers:

- 10.3.1. must leave accommodation clean and tidy at the end of your Stay and any Event;
- 10.3.2. agree that their booking is with you (not Parkdean Resorts) and that you are responsible for the booking;
- 10.3.3. agree that there must be a responsible adult aged 18 or over in every accommodation unit;
- 10.3.4. must not engage in anti-social behaviour or behaviour which is noisy, offensive or likely to cause disturbance or harm to anyone else on the Holiday Park including our employees;
- 10.3.5. must not bring pets onto the Holiday Park;
- 10.3.6. must not use fireworks on the Holiday Park;
- 10.3.7. agree that if they do not comply with any of these requirements then we may refuse to allow them to check in or otherwise refuse them access to the Holiday Park, if they have already checked in or are on the Holiday Park, we may eject them from the Holiday Park and in any case we will not give them any refund.

10.4. We do not accept bookings where we consider that this could impact on the holiday experience of other park guests, and without limitation reserve the right to refuse and/or cancel bookings made by football, rugby or other sports teams (whether booked as a team, or by individuals, families or groups of friends in order to stay on park with other members of a team) and in this event no refund will be given. We may accept bookings from professional sports teams.

## **11. YOUR RESPONSIBILITY FOR MEMBERS OF YOUR GROUP**

11.1. You are responsible to us for the behaviour of you, the members of your Group, your customers, employees, agents, consultants, contractors, subcontractors and suppliers. If they cause damage to the Holiday Park or our Facilities or accommodation, you agree that we are entitled to recover our associated costs from you on a full indemnity basis.

11.2. Where any member of your Group or any of your customers, employees, agents, consultants, contractors, subcontractors or suppliers is causing or we believe may cause a nuisance or any damage then we may refuse to allow those guests to check in or otherwise refuse them access to the Holiday Park, if they have already checked in or are on the Holiday Park, we may prevent them from entering any part of the Holiday park or eject them from the Holiday Park and in any case we will not give them or you any refund.

## **12. ACCOMMODATION**

12.1. Parkdean Resorts has a rolling programme of change and renewal for its accommodation units. We do not guarantee that any particular models will be available and the accommodation for your Group may differ from the accommodation initially discussed with you or viewed by you.

12.2. Accommodation Units will be available from your Arrival Date to your Departure Date.

12.3. If you require an early check-in or late check-out or require access to the Holiday Park for any set up or packing up prior to your Arrival Date or after your Departure Date (as applicable), you must notify Parkdean Resorts in writing in advance. Access to the Holiday Park before your Arrival Date or after your Departure Date is subject to Parkdean Resorts' prior written consent.

### **13. ROOMING LIST**

13.1. You must provide the Rooming List by the date specified in the Group Booking Contract.

13.2. A responsible adult aged 18 or over must stay in each accommodation unit. If this is not the case Parkdean Resorts can refuse the use of the accommodation unit. In these circumstances no refund will be given.

13.3. Any changes or additions to the Rooming List should be notified to Parkdean Resorts as soon as possible. Bed linen is not provided for cots and you should ask your guests to bring their own.

13.4. Notwithstanding anything in the Rooming List, we cannot guarantee accommodation in a specific unit on the Holiday Park and we reserve the right to change accommodation where necessary and offer a suitable alternative of equal or greater specification.

13.5. If any of your customers have reduced mobility or otherwise require accessible accommodation or for other adjustments to be made then you must state this clearly on the Rooming List.

13.6. All accommodation units are subject to the maximum occupancy as outlined in the Rooming List we will provide, which may include sleeping on sofa beds or equivalent in the lounge area. The maximum occupancy must not be exceeded.

### **14. GUESTS WITH SPECIAL REQUIREMENTS**

We welcome Guests with particular activity limitations, participation restrictions or accessibility requirements. However, some locations and accommodation may not be suitable. If your Group includes anyone with any such requirements, you must tell us in writing prior to making a booking so we can check whether suitable accommodation and facilities are available.

### **15. SPECIAL REQUESTS**

We will endeavour to accommodate any special requests and where at least four weeks' written notice is provided. These are available for an additional charge and subject to availability.

### **16. PERSONAL POSSESSIONS**

16.1. You must make it clear to your Group that they are responsible for all their personal possessions while they are staying at the Holiday Park. We are not responsible for and do not accept any liability for any loss or damage to personal possessions.

16.2. You agree to indemnify Parkdean Resorts from and against all actions, proceedings, costs, expenses, claims and demands whatsoever and howsoever arising from or in connection with any loss or damage to any member of your Group's personal possessions whilst at the Holiday Park.

### **17. PETS**

Pets are not usually allowed for group bookings. Pets will only be allowed if we provide prior written permission and additional charges will apply. Assistance dogs for disabled guests are permitted.

### **18. VEHICLES ON THE HOLIDAY PARK**

You are fully responsible for all vehicles brought onto the Holiday Park. The General Manager has the right to ask these to be moved to a suitable location at any point throughout the duration of your Stay. It may be possible to accommodate Coaches at some of our Holiday Parks and should be discussed with Parkdean Resorts prior to your Arrival Date.

### **19. FACILITIES, VENUES AND ACTIVITIES ON THE HOLIDAY PARK**

19.1. The Facilities and Venues will be available to your Group during your Stay unless we notify you otherwise. There may be additional charges for some Facilities, Venues and activities and advance booking may be required.

19.2. Park specific rules and restrictions must be followed at all times when using the facilities, venues or participating in activities on park.

19.3. Our Venues are subject to capacity, licensing and other restrictions. Occasionally Parkdean Resorts may need to close or withdraw some Facilities, Venues or other activities. Parkdean Resorts is not liable to you if any Facilities, Venues or activities are unavailable for use by you or your Group during your Stay.

### **20. MERCHANDISE**

20.1. Provided that there is (in our reasonable opinion) no conflict with the merchandise currently sold on the Holiday Park and the Holiday Park's General Manager agrees in writing in advance to the merchandise that you wish to sell, you may sell your own merchandise on the Holiday Park during your Stay.

20.2. You will not sell any food or beverages or licensed products, any dangerous items or substances or other items the General Manager considers unsuitable for sale on a family Holiday Park.

20.3. If you do sell any items, you will be responsible for obtaining all necessary licences and consents authorising you to make such sales, and indemnify us against any direct, consequential or other losses incurred as a result of your failure to obtain such licences or consents.

### **21. USE OF PARKDEAN RESORTS NAME, LOGO OR BRANDING ON YOUR PROMOTIONAL MATERIALS**

Provided you obtain our prior written consent, you may use our logo and name and other intellectual property in your promotional material relating to the booking you are organising at any Event. We must provide advance written approval before any such use. This includes website material and any other form of advertising. We may withdraw consent to you using our name, logo or other branding at any time and without any prior notice. If we withdraws our consent you shall stop using such name, logo or other branding with immediate effect.

## **22. WARRANTY AND LIABILITY**

22.1. Except as expressly set out in this Agreement, nothing contained in it shall be so construed as to constitute a warranty or representation by us and any warranties implied by law are excluded to the fullest extent possible. In particular, we do not give any warranty or make any other representation that the Holiday Park is suitable for any specific purpose or Event and shall not be liable to you or your Group in any way if it is not suitable.

22.2. An obligation on you under or in connection with this Agreement to do, or refrain from doing, any act or thing shall be an obligation on you to procure that any member of your Group, or any of your employees, agents, consultants, contractors, subcontractors or suppliers do, or refrain from doing, such act or thing. You shall be fully liable for any act or omission of any member of your Group and any of your employees, workers, agents, contractors, subcontractors or suppliers.

22.3. We will not be liable to you for any loss or damage to any property or equipment which you bring onto the Holiday Park unless such loss or damage is caused by our negligence.

22.4. Subject to Clause 22.7, we will not be liable to you for any loss of profits, loss of sales or business, loss of agreements or contracts; or indirect or consequential loss.

22.5. Subject to Clause 22.7, our total liability to you arising out of or in connection with this Agreement is limited to the part of the Price actually paid by you to Parkdean Resorts at the date of any such liability accruing.

22.6. You agree to indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by us arising out of or in connection with: (i) any breach or negligent performance or non-performance by you of this Agreement; (ii) the enforcement of this Agreement; (iii) any claim made against us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with this Agreement or any Event; (iv) any claim made against us by a third party arising out of or in connection with this Agreement or any Event, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by you, your employees, agents, consultants, contractors, subcontractors or suppliers; (v) any claim made against us by a third party for death, personal injury or damage to property arising out of or in connection with your Stay or any Event, to the extent that this is attributable to the acts or omissions of you, your employees, agents, consultants, contractors, subcontractors or suppliers; (vi) any compensation that we pay to holiday home owners or other guests on the Holiday Park relating to the acts or omissions by you, any member of your Group or your employees, agents, consultants, contractors, subcontractors or suppliers; and (vii) any claim made against us by a member of your Group in relation to their booking with you.

22.7. Nothing in this Agreement limits or is intended to limit either party's liability for: (i) Death or personal injury caused by either party's negligence; (ii) Fraud, dishonesty and misrepresentation; or (iii) Any other liability to the extent that it cannot be excluded or limited by law.

## **23. LIAISON**

23.1. The Customer's Representative will be the liaison officer for all matters relating to your booking. You will ensure the Customer's Representative is present during the check in of your Group and throughout your Stay and has the Customer's full authority to bind the Customer in all matters relating to the operation of this Agreement. We will advise you of the point of contact for Parkdean Resorts in relation to your Stay.

23.2. You will notify Parkdean Resorts in writing of any changes to the Customer's Representative's contact details as soon as possible. You will not change the Customer's Representative without obtaining Parkdean Resorts' prior written consent.

## **24. USE OF THE PARK**

24.1. It is your responsibility for ensuring that the Holiday Park is safe for any Event or any activity you organise. You must ensure any specific risk assessments are completed.

24.2. Unless we have agreed to provide you with exclusive access to and use of the Holiday Park during your Stay, there are a number of holiday home owners who have the right to stay on the Holiday Park and use the Facilities during your Stay and certain Facilities and Venues may be open to the general public. Details available on request.

## **25. TERMINATION**

25.1. We may terminate this Agreement: 25.1.1. with immediate notice, if you breach this Agreement and fail to remedy any such breach (if remediable) within 7 days of being made aware of the breach or as otherwise set out in this Agreement;

25.1.2. if we become aware of any deterioration in your financial situation such that we reasonably consider that you may not be in a position to fulfil your express obligations under the terms of this Agreement; or

25.1.3. for other reasons if we reasonably necessary for us to do so in order to comply with our obligations under applicable laws or regulations.

25.2. We may terminate this agreement immediately on written notice to you if you do, omit to do, or say anything, or any of your Group, your employees, agents, consultants, contractors, subcontractors and suppliers or other parties connected to an Event or Group booking do, omit to do, or say anything, which damages or (in our opinion) may damage our reputation or cause us financial loss, or otherwise bring us into disrepute. For the avoidance of doubt, this right of termination shall extend to situations where we consider that our association with you does or may damage our reputation or cause us financial loss, or otherwise bring us into disrepute. Where we terminate this Agreement in accordance with this clause 25.2, no refund shall be given.

25.3 Termination of this Agreement shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.

25.4. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

## 26. DATA PROTECTION

26.1. In this Clause, the following words have the meanings ascribed to them below:

26.1.1. "Controller", "Processor", "Data Subject", "Personal Data", "Personal Data Breach", "processing" and "appropriate technical and organisational measures": as defined in the Data Protection Legislation.

26.1.2. "Data Protection Legislation": the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); [and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party].

26.1.3. "UK Data Protection Legislation": all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

26.2. Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this Clause, "Applicable Laws" means (for so long as and to the extent that they apply to the Provider) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and "Domestic UK Law" means the UK Data Protection Legislation and any other law that applies in the UK.

26.3. The parties acknowledge that for the purposes of the Data Protection Legislation, you are the Controller and we are the Processor. The scope, nature and purpose of processing by us, the duration of the processing and the types of Personal Data and categories of Data Subject are set out below:

<b>Scope</b>	Receipt and retention of data about your customers who have purchased tickets and booked accommodation for any of the Events
<b>Nature</b>	Receipt and storage of the personal data
<b>Purpose of Processing</b>	To facilitate the proper operation of the Holiday Park by enabling us to understand the identities of the people staying in each unit of accommodation and in particular to enable us to check individuals in as they arrive, deal with an emergency situation and/or proceed with any claim against individuals in the event that they cause damage on the Holiday Park
<b>Duration of the Processing</b>	Until after each Event provided that we do not have cause to bring a claim against any of the data subjects
<b>Types of Personal Data</b>	Names and ages of all individuals and the address of the lead booker in each unit
<b>Categories of Data Subject</b>	Your customers

26.4. Without prejudice to the generality of Clause 26.2, you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to us for the duration and purposes of this agreement.

26.5. Without prejudice to the generality of Clause 26.2, we shall, in relation to any Personal Data processed in connection with the performance by us of our obligations under this agreement:

26.5.1. process that Personal Data only on the documented written instructions of you and for the purposes of this Clause you instruct us to process the Personal Data for all purposes associated with verifying the identity of your customers, checking them into their allocated

accommodation, and operating the Holiday Park during the Events unless we are required by Applicable Laws to otherwise process that Personal Data;

26.5.2. ensure that we have in place appropriate technical and organisational measures to Protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data;

26.5.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

26.5.4. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of you has been representatives or advisers to whom it discloses the other party's confidential information comply with this Clause 28; and

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

28.2.3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

## **27. GENERAL**

27.1. No order or booking request made by you shall be deemed to be accepted by Parkdean Resorts until a written agreement is executed by or on behalf of Parkdean Resorts or a written acknowledgement of order that is signed by or on behalf of Parkdean Resorts is issued to you.

27.2. Parkdean Resorts is prepared enter into a contract to allow you to use the Holiday Park on the provisions of these terms only, to the exclusion of any terms which you purport to apply, whether in a purchase order or other document, which are hereby rejected or (as appropriate) shall be excluded from this Agreement.

27.3. You agree that in entering into this Agreement you are acting in the course of a business.

27.4. Entire agreement: 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. 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.

27.5. Variation: No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

27.6. 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.

27.7. Severance: 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.

27.8. Third Party Rights. No one other than a party to this agreement and their permitted assignees shall have any right to enforce any of its terms save that any subsidiary or holding company of Parkdean Resorts may enforce the terms of this Agreement

27.9. Assignment and other dealings: You shall not assign, transfer, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under this Agreement without the prior written consent of Parkdean Resorts. Parkdean Resorts may at any time assign, transfer, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights under this Agreement.

## **28. Confidentiality.**

28.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by Clause 28.2. For the purposes of this Clause, group means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.

28.2. Each party may disclose the other party's confidential information:

28.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers,

## **29. JURISDICTION AND GOVERNING LAW**

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

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

obtained and there is an appropriate safeguard in place in accordance with Data Protection Legislation.

26.5.5. assist you, at your cost, in responding to any request from a Data Subject and in ensuring compliance with your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

26.5.6. notify you without undue delay on becoming aware of a Personal Data Breach;

26.5.7. at the written direction of you, delete or return Personal Data and copies thereof to you on termination of the agreement unless required by Applicable Law to store the Personal Data; and

26.5.8. maintain complete and accurate records and information to demonstrate our compliance with this Clause.