

KEY TERMS SHEET

arrangeMY	BOOK-O-TEL LIMITED company number 03084962 whose registered office is at Unit 7, Berkeley Business Park, Wainwright Road, Worcester WR4 9FA trading as "arrangeMY".
CLIENT	[CLIENT COMPANY NAME] company number [insert company number] whose registered office is at [insert registered office address]
EFFECTIVE DATE	[insert date on which arrangeMY will commence the Services]
TERM	The period of [one] year from the Effective Date, subject to earlier termination in accordance with the Agreement.
INVOICING	[Consolidated] [weekly] OR [monthly] invoice in arrears
PAYMENT TERMS	[14] OR [30] days from the date of the invoice.
PAYMENT METHOD	[Direct Debit] OR [BACS]
SERVICES	- Account Services ☐ - Travel Arrangement Services ☐ - Event Management Services ☐ - Reservation Only Services ☐ as each are defined in the arrangeMY Terms and Conditions
BOOKING FEES	[Insert table of fees]
EVENT MANAGEMENT FEES	[Insert table of fees]
SPECIAL CONDITIONS	[insert any special conditions, including any agreed variations to these Conditions, service-specific requirements, termination rights or other commercial terms. If none, state "None".]

By signing this Key Terms Sheet, arrangeMY and the Client agree to be bound by the arrangeMY Terms and Conditions attached to this Key Terms Sheet.

Signatures

Signature		
Name		
Title		
Date		
Duly authorised by and on behalf of	BOOK-O-TEL LIMITED t/a arrangeMY	[Client Name]

arrangeMY Terms and Conditions

version updated September 2026

These terms and conditions ("**Conditions**") apply to the Services provided by arrangeMY to the Client.

The Client agrees to these Conditions by signing the Key Terms Sheet and/or an Order Form.

Definitions and Order of Priority

In these Conditions capitalised terms shall have the meaning given to them in **Schedule 4 (Definitions)**.

To the extent only of any conflict or inconsistency between these Conditions, the Schedules to these Conditions, the Key Terms Sheet and any Order Form, the order of precedence will be as follows: the Key Terms Sheet, the applicable Order Form, these Conditions and the Schedules to these Conditions.

1. Term

- 1.1. The Agreement commences on the Effective Date and continues for the Term unless it is terminated earlier by either party in accordance with clause 9.

2. Services

- 2.1. arrangeMY shall
 - 2.1.1. use reasonable efforts to commence the provision of the Services by the Effective Date;
 - 2.1.2. provide the Services with reasonable skill and care and in accordance with Applicable Law;
 - 2.1.3. place Bookings with Third Party Suppliers on behalf of the Client following receipt of an order through the Booking Channel.
- 2.2. arrangeMY acts as a disclosed agent for the Client in relation to Third Party Suppliers unless expressly agreed otherwise. In limited circumstances, a Third Party Supplier may require arrangeMY to contract as principal. Where arrangeMY agrees, with the Client's prior approval, to act as principal in respect of a Booking, the following terms shall apply:
 - 2.2.1. arrangeMY will contract with the relevant Third Party Supplier in its own name for the purpose of supplying the relevant Third Party Supplier

Services to the Client. The Client shall remain responsible for all Supplier Charges and other amounts properly incurred by arrangeMY in accordance with the Client's instructions and the applicable Third Party Supplier Conditions.

- 2.2.2. arrangeMY may request confirmation from the relevant Third Party Supplier that it complies with applicable health and safety requirements and maintains appropriate insurance. If the Third Party Supplier fails to provide satisfactory confirmation, arrangeMY may cancel or seek to replace the relevant Third Party Supplier Services. The Client shall remain responsible for any unavoidable Supplier Charges properly incurred, except to the extent that such charges arise directly from arrangeMY's breach of this Agreement or negligence.

3. Client Responsibilities

- 3.1.1 by placing a booking request the Client authorises arrangeMY to make Bookings on its behalf, subject to the Third Party Supplier Conditions;
- 3.1.2 except where arrangeMY expressly agrees to act as principal in accordance with clause 2.2, Bookings are placed by arrangeMY with Third Party Suppliers on the Client's behalf, including communicating any instructions from the Client such as applicable authorised limits. In the absence of express written instructions to the contrary, arrangeMY may accept, and the Client shall be bound by, requests made by any employee, agent or other representative of the Client via the Booking Channel;
- 3.1.3 except where arrangeMY acts as principal in accordance with clause 2.2, the contract for a Booking is between the Client and the relevant Third Party Supplier and is subject to the applicable Third Party Supplier Conditions;
- 3.1.4 the Client and its Travellers and Delegates will be bound by the applicable Third Party Supplier Conditions in addition to the terms of this Agreement. The Client is responsible for ensuring that its Travellers and Delegates comply with those Third Party Supplier Conditions;
- 3.1.5 the Client is responsible for the accuracy, quality and legality of all data and information provided to arrangeMY under this Agreement;
- 3.1.6 subject to clause 8 and except to the extent that such loss, cost or expense arises directly from arrangeMY's breach of this Agreement or negligence, arrangeMY shall not be liable to the Client, Travellers or Delegates for any loss, cost or expense arising from:
 - 3.1.6.1 any breach by a Third Party Supplier of the applicable Third Party Supplier Conditions;
 - 3.1.6.2 any cancellation, amendment, delay or other change made by a Third Party Supplier in accordance with its Third Party Supplier Conditions; or
 - 3.1.6.3 any additional charges imposed by a Third Party Supplier relating to cancellations, billing methods, payment methods, taxes or other supplier charges.
- 3.1.7 except where the nature of an arrangement under clause 2.2 requires otherwise, Third Party Suppliers are independent contractors and are not agents or employees of arrangeMY;
- 3.1.8 The Client shall not access or use the Booking System in any way that threatens the continued viability, security or availability of the Booking System.

- 3.1.9 The Client is responsible for ensuring that Travellers have all necessary documents, health documentation and other permissions required for their intended travel.
- 3.1.10 The Client is responsible for obtaining and keeping up to date with travel advice in relation to the travel destination of any Booking and arrangeMY recommends that the Client makes itself aware of information available at <https://www.gov.uk/foreign-travel-advice>.
- 3.1.11 A credit card may be required from a Traveller by a Third Party Supplier (usually a hotel) as a form of guarantee of payment. arrangeMY is not responsible or liable for any inconvenience or costs arising as a result of a Traveller travelling without a credit card.
- 3.1.12 In respect of Events, where Delegates are to settle their own extras, arrangeMY will instruct the relevant Third Party Supplier accordingly. Provided arrangeMY has communicated those instructions correctly, arrangeMY shall not be responsible for any amounts that remain unpaid by Delegates.
- 3.2 The Client is responsible for determining whether the Third Party Supplier Services are suitable for its particular requirements and for complying with any legal or regulatory obligations applicable to the Client's use of those services. Nothing in this clause limits arrangeMY's obligations under clause 2.1.2.

4. Fees and Payment

- 4.1 arrangeMY shall arrange Third Party Supplier Services either as disclosed agent for the Client or, where expressly agreed in accordance with clause 2.2, as principal. The Client shall pay arrangeMY all Fees and Supplier Charges properly invoiced in respect of the Services and Bookings. The Client shall pay arrangeMY's invoices using the Payment Method and in accordance with the Payment Terms.
- 4.2 Unless otherwise stated at the time of Booking, VAT (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority, including in other jurisdictions) will be charged, where applicable, at the rate in force on the date of supply. By prior arrangement in an Order Form, arrangeMY can help and support the Client's finance team with its VAT reclaim process as a chargeable service.
- 4.3 If credit account facilities have been made available by arrangeMY to the Client, arrangeMY reserves the right to decline or withdraw such facilities. arrangeMY may apply any refunds or credits due to the Client against any undisputed overdue amounts owed by the Client to arrangeMY.
- 4.4 Upon withdrawal of credit account facilities, all amounts then due and payable to arrangeMY shall remain immediately payable and arrangeMY may require the Client to pay all Fees and Supplier Charges in advance in respect of future Bookings.
- 4.5 The Client shall pay the Booking Fees and Event Management Fees set out in the Key Terms Sheet and/or applicable Order Form, together with any applicable third-party payment, merchant, distribution or supplier charges disclosed to the Client at the time of Booking or contained in the applicable Third Party Supplier Conditions. This includes any fees applicable to Consolidator Tickets, Corporate Net Tickets and Wholesale Tickets.

- 4.6 Where the Client requests physical delivery of tickets or other documentation, the Client shall pay any applicable delivery or postage charge notified by arrangeMY prior to dispatch.
- 4.7 arrangeMY reserves the right to charge an administration fee for amendments or cancellations of Bookings, including where no additional documentation is required, except where the amendment or cancellation arises solely as a result of the fault of arrangeMY or the relevant Third Party Supplier.
- 4.8 Supplier Charges for Third Party Supplier Services that are reserved but not yet ticketed or confirmed may increase between reservation and ticketing or confirmation. Until a Booking is confirmed and committed to, the price cannot be guaranteed and remains subject to change. Third Party Suppliers may also impose charges for services that are not cancelled within the applicable cancellation period.
- 4.9 Where payment for Third Party Supplier Services is made using arrangeMY's credit card or other payment facility, the Client shall reimburse arrangeMY for all authorised Supplier Charges and any applicable agreed transaction or merchant fees. The Client shall be responsible for losses arising directly from unauthorised or fraudulent use by the Client, its employees, agents or Travellers to the extent that such loss results from an act or omission of the Client or those persons. This shall not apply to the extent that the loss results from arrangeMY's breach of this Agreement or negligence.
- 4.10 Except where arrangeMY acts as principal in accordance with clause 2.2, arrangeMY acts as the Client's disclosed agent in relation to Third Party Suppliers. In all cases, the Client remains responsible for payment of the applicable Supplier Charges in accordance with this Agreement.
- 4.11 If any undisputed amount due to arrangeMY is not paid by the applicable due date, arrangeMY may, without prejudice to any other rights or remedies and following written notice to the Client:
 - 4.11.1 suspend all or part of the Services until payment is received; and/or
 - 4.11.2 charge interest and recover any applicable debt recovery costs in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, as amended or replaced from time to time; and/or
 - 4.11.3 cancel any Booking made on behalf of the Client where reasonably necessary as a result of continued non-payment, with any unavoidable Third Party Supplier cancellation charges being payable by the Client.

Additional Terms for Event Management and Reservation Only Services Invoicing and Payment

- 4.12 In respect of Events for which arrangeMY provides Event Management Services, the Order Form shall specify the required staged payment terms. The Client shall make payments to arrangeMY in accordance with those terms.
- 4.13 Following the Event arrangeMY will issue the Client with a final invoice in respect of the Event Management Fees.

- 4.14 The Client acknowledges that the Event Management Fee may change where the scope, requirements or cost of the Event changes following the Client's approval or instruction.
- 4.15 Payment of Event Management Fees shall be made in accordance with the Payment Terms and any staged payment arrangements set out in the applicable Order Form.
- 4.16 The Client shall notify arrangeMY promptly in writing of any genuine dispute regarding an invoice, providing reasonable details of the amount disputed and the basis of the dispute.
- 4.17 Where the Client disputes part of an invoice, the Client shall pay the undisputed balance in accordance with the applicable Payment Terms and may withhold only the genuinely disputed amount pending resolution of the dispute.
- 4.18 For Events and Reservation Only Services where arrangeMY reserves rooms or other services without a firm Booking, arrangeMY will notify the Client of the applicable deadline for confirmation or release. The Client shall be responsible for any Third Party Supplier charges and reasonable documented costs incurred by arrangeMY directly as a result of the Client failing to confirm or release the reserved services by that deadline.

5. Tickets

- 5.1 Tickets will be issued following confirmation of the Booking, subject to the applicable Third Party Supplier Conditions and any agreed ticketing deadline. arrangeMY will issue electronic tickets wherever available unless alternative arrangements have been agreed with the Client.
- 5.2 Where electronic or ticketless travel is not available, arrangeMY will arrange an alternative method of ticket fulfilment where available. Any additional Third Party Supplier charge associated with that method will be payable by the Client where disclosed at the time of Booking.
- 5.3 Where physical rail tickets are required, arrangeMY may arrange for them to be posted to the Client or made available for collection, subject to any applicable delivery or fulfilment charges notified to the Client.

6. Alterations and Cancellation of Travel or Events

- 6.1 The Client may request the cancellation or alteration of a Booking or Event by calling arrangeMY on 01905 610016 or by e-mail to bookings@arrangemy.com subject to the following conditions:
 - 6.1.1 any amendment or cancellation is subject to the applicable Third Party Supplier Conditions. The Third Party Supplier may impose amendment or cancellation charges, which may be up to 100% of the applicable Supplier Charges. The Client shall also pay any applicable transaction or administration fee set out in the Key Terms Sheet and/or applicable Order Form, subject to clause 4.7;
 - 6.1.2 Rail ticket cancellations and refunds are subject to the applicable ticket conditions and the National Rail Conditions of Travel in force at the date the ticket is purchased. For tickets purchased on or after 1 April 2026,

certain ticket types, including Anytime, Off-Peak, Super Off-Peak, Day Travelcards and most Ranger and Rover tickets, are generally refundable only where the refund is requested by 23:59 on the day before the ticket becomes valid for travel. Different refund conditions apply to certain ticket types, including Advance and Season Tickets. Any refund remains subject to the applicable Third Party Supplier Conditions and any applicable administration fee, subject to clause 4.7.

- 6.1.3 where a cancellation or refund requires the consent of, or calculation by, a Third Party Supplier, any invoices already issued shall remain due and payable in accordance with clause 4. Any refund received by arrangeMY from the Third Party Supplier shall be credited to the Client promptly following receipt by arrangeMY.
- 6.1.4 the Client acknowledges that a reduction or other change in the scope of a Booking may affect the applicable price. The Client is responsible for complying with any cancellation conditions, penalty provisions, release dates and deadlines for confirming final numbers of Travellers or Delegates notified by arrangeMY or contained in the applicable Third Party Supplier Conditions;
- 6.1.5 where a Client-requested alteration or cancellation causes arrangeMY to incur additional reasonable costs, arrangeMY may charge the Client for such costs, including additional administration or management time, any Commission directly lost as a result of the alteration or cancellation and reasonable documented out-of-pocket expenses, provided that no charge shall be made under this clause to the extent that the alteration or cancellation arises solely from the fault of arrangeMY or the relevant Third Party Supplier.
- 6.2 Where the Client requests the amendment or cancellation of an Event for which Event Management Services are being provided, arrangeMY may issue a revised cost breakdown setting out the financial impact of the proposed amendment or cancellation.
- 6.3 Where an Event is amended or cancelled at the Client's request, arrangeMY may charge the Client for Event Management Services already performed, Commission directly lost, reasonable documented out-of-pocket expenses and any applicable Event Management Fee, together with any Third Party Supplier cancellation or amendment charges.
- 6.4 From time to time, circumstances may require arrangeMY to propose a significant alteration to an Event or to the items or services included in an agreed cost breakdown. arrangeMY shall use reasonable endeavours to notify the Client as soon as reasonably practicable and, where appropriate, propose reasonable alternative arrangements. The Client shall notify arrangeMY promptly whether it accepts the proposed alteration or wishes to discuss an alternative or cancellation, subject to any applicable Third Party Supplier Conditions and charges.

7. Insurance Cover

- 7.1 arrangeMY is not authorised or regulated by the Financial Conduct Authority to carry out regulated activities relating to general insurance. The Client is responsible for arranging appropriate insurance cover for itself and its Travellers and Delegates, including, where appropriate, cover for cancellation of Bookings or Events, accidents, illness and other travel-related risks.

8. Liability

- 8.1 Subject to clause 8.2, arrangeMY's maximum aggregate liability arising out of or in connection with this Agreement in any twelve-month period commencing on the Effective Date or an anniversary of the Effective Date shall not exceed 100% of the Fees paid or payable by the Client to arrangeMY in respect of that twelve-month period.
- 8.2 Nothing in this Agreement shall exclude or limit either party's liability to the other:
- 8.2.1 for death or personal injury resulting from its negligence or the negligence of a person for whom it is vicariously liable;
 - 8.2.2 for fraud or fraudulent misrepresentation by it or a person for whom it is vicariously liable; or
 - 8.2.3 for any liability which cannot lawfully be excluded or limited.
- 8.3 arrangeMY will have no liability to the Client for any:
- 8.3.1 loss of profit;
 - 8.3.2 loss of revenue, production or business;
 - 8.3.3 loss of goodwill, reputation or opportunity;
 - 8.3.4 loss of anticipated savings or margin;
 - 8.3.5 loss of bargain;
 - 8.3.6 any liability of the Client to a third party;
 - 8.3.7 loss of use or value of data;
 - 8.3.8 wasted management, operational or other time; or
 - 8.3.9 any indirect, consequential or special loss,
- subject always to Clause 8.2.
- 8.4 Subject to clause 8.2 and except to the extent caused directly by arrangeMY's breach of this Agreement or negligence, arrangeMY shall not be liable for any loss, liability, damage, injury, cost, claim, demand or expense suffered or incurred by the Client, its Travellers or Delegates arising from any act, omission, default, cancellation, delay or failure of a Third Party Supplier or from the Client's, Traveller's or Delegate's use of Third Party Supplier Services.

9. Termination of the Agreement and Consequences of Termination

- 9.1 Either party may terminate this Agreement immediately by written notice to the other party if the other party:
- 9.1.1 commits a material breach of this Agreement which cannot be remedied; or

- 9.1.2 commits a material breach which can be remedied but fails to remedy it within 30 days of receiving written notice specifying the breach and requiring it to be remedied.
- 9.2 arrangeMY may terminate this Agreement by written notice to the Client if any undisputed amount due to arrangeMY remains unpaid for more than 14 days after its due date and the Client has failed to make payment following written notice from arrangeMY requiring it to do so.
- 9.3 Either party may terminate this Agreement immediately by giving written notice to that effect to the other party if the other party becomes Insolvent.
- 9.4 All Bookings made before the Termination Date shall remain in full force and effect and continue to be governed by this Agreement and the applicable Third Party Supplier Conditions unless cancelled in accordance with clause 6.
- 9.5 On termination or expiry of this Agreement, arrangeMY shall provide reasonable assistance to return or transfer the Client's data in accordance with clause 10.7. Any additional transition, migration or bespoke data extraction services requested by the Client which fall outside arrangeMY's standard data return process may be charged at rates agreed with the Client in advance.
- 9.6 Termination or expiry shall not affect the Client's obligation to pay any Fees, Supplier Charges or other amounts properly incurred or committed before the Termination Date. Any amounts already due and payable shall remain payable immediately, and all other amounts shall be payable in accordance with the applicable Payment Terms.
- 9.7 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of either party which have accrued up to the Termination Date.
- 9.8 Any provision of this Agreement which expressly or by implication is intended to continue after termination or expiry shall remain in full force and effect, including clauses 4, 8, 10, 11 and any obligations relating to outstanding Bookings.

10. Data Protection

- 10.1 In performing the Services and its other obligations under this Agreement arrangeMY will comply with the Data Protection Laws.
- 10.2 The parties acknowledge that their respective roles under the Data Protection Laws will depend on the nature and purpose of the relevant Processing:
- 10.2.1 where arrangeMY Processes Agreement Personal Data on behalf of and in accordance with the documented instructions of the Client, the Client shall act as controller and arrangeMY shall act as processor; and
- 10.2.2 where arrangeMY determines the purposes and means of Processing Personal Data for its own legitimate business, legal, regulatory or compliance purposes, arrangeMY shall act as an independent controller and shall comply with the Data Protection Laws in respect of that Processing.

- 10.2.3 The Client shall ensure that it has all necessary lawful bases, notices, permissions and, where required, consents to provide Agreement Personal Data to arrangeMY and to instruct arrangeMY to Process that Personal Data in accordance with this Agreement.
- 10.3 The Client gives general written authorisation for arrangeMY to appoint the Authorised Sub-Processors required to provide the Services. The Authorised Sub-Processors appointed as at the Effective Date are listed in Schedule 3. arrangeMY shall notify the Client of any intended addition or replacement of an Authorised Sub-Processor and shall provide the Client with a reasonable opportunity to object on legitimate data protection grounds.
- 10.4 Where arrangeMY appoints an Authorised Sub-Processor, arrangeMY shall enter into a written agreement with that Authorised Sub-Processor imposing data protection obligations no less protective than those imposed on arrangeMY under this clause 10, to the extent required by the Data Protection Laws.
- 10.5 Subject to clause 8, arrangeMY shall remain responsible for the acts and omissions of its Authorised Sub-Processors in relation to the Processing of Agreement Personal Data to the extent required by the Data Protection Laws.
- 10.6 arrangeMY will, and will procure that any Authorised Sub-Processor will:
- 10.6.1 Process Agreement Personal Data only on documented instructions from the Client, including as set out in this Agreement, unless Processing is required by Applicable Law. Where arrangeMY is required by Applicable Law to Process Agreement Personal Data otherwise than on the Client's instructions, arrangeMY shall notify the Client of that legal requirement before Processing unless Applicable Law prohibits such notification;
 - 10.6.2 not Process Agreement Personal Data for any purpose other than providing the Services or otherwise complying with its obligations under this Agreement, except where required by Applicable Law;
 - 10.6.3 not make or permit any restricted transfer of Agreement Personal Data outside the United Kingdom unless the transfer complies with the Data Protection Laws, including by relying on any applicable adequacy regulations or by implementing appropriate safeguards and carrying out any assessment required by the Data Protection Laws;
 - 10.6.4 ensure that any individual authorised to Process Agreement Personal Data:
 - 10.6.4.1 is subject to confidentiality obligations equivalent to those set out in clause 11 or is under an appropriate statutory obligation of confidentiality;
 - 10.6.4.2 will comply with this clause 10;
 - 10.6.5 implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risks presented by the Processing of Agreement Personal Data and assist the Client, where reasonably required, in meeting its obligations relating to the security of Processing;

10.6.6 notify the Client without undue delay and, in any event, within 48 hours after becoming aware of a Data Security Incident. Where, and in so far as, it is not possible to provide all the relevant information at the same time, the information may be provided in phases without undue further delay, but arrangeMY (and Authorised Sub-Processors) may not delay notification under this clause 10.6.6 on the basis that an investigation is incomplete or ongoing;

10.6.7 assist the Client in:

10.6.7.1 responding to requests for exercising Data Subjects' rights under the Data Protection Laws by appropriate technical and organisational measures, insofar as this is possible;

10.6.7.2 documenting any data security incidents and reporting any Data Security Incidents to any supervisory authority and/or Data Subjects;

10.6.7.3 taking such reasonable measures to address data security incidents, including, where appropriate, measures to mitigate their possible adverse effects; and

10.6.7.4 conducting data protection impact assessments in relation to relevant Processing operations and consulting with supervisory authorities where required by the Data Protection Laws; and

10.6.8 immediately inform the Client if, in arrangeMY's reasonable opinion, an instruction from the Client infringes the Data Protection Laws.

- 10.7 On termination or expiry of this Agreement, arrangeMY shall, at the Client's written choice, securely delete or return to the Client all Agreement Personal Data and securely delete any remaining copies, unless Applicable Law requires the continued retention of such Agreement Personal Data. If the Client does not notify arrangeMY of its choice within 30 days of termination or expiry, arrangeMY shall securely delete the Agreement Personal Data, subject to any retention required by Applicable Law. Any Agreement Personal Data retained in accordance with Applicable Law shall remain subject to the protections set out in this Clause 10 and shall not be processed for any other purpose.
- 10.8 arrangeMY shall make available to the Client such information as is reasonably necessary to demonstrate compliance with the obligations set out in this clause 10 and shall allow for and contribute to reasonable audits, including inspections, conducted by the Client or an independent auditor appointed by the Client. Any audit shall be subject to reasonable prior written notice, appropriate confidentiality and security requirements, and shall be conducted in a manner that minimises disruption to arrangeMY's business and does not compromise the confidentiality or security of other clients' data. Unless required by Applicable Law, a supervisory authority or reasonably necessary following a material Data Security Incident or suspected material breach of this clause 10, such audits shall not take place more than once in any twelve-month period.
- 10.9 The Client retains responsibility for its obligations as controller under the Data Protection Laws, including determining the purposes and means of the

Processing carried out on its behalf, ensuring that its Processing instructions are lawful and providing appropriate information to Data Subjects.

11. Confidentiality

11.1 Each party may disclose Confidential Information to the other in connection with this Agreement. For the purposes of this clause 11, the party disclosing Confidential Information is the "Discloser" and the party receiving it is the "Recipient". Confidential Information means any information disclosed orally, visually, electronically or in writing which is identified as confidential or which, by its nature or the circumstances of disclosure, ought reasonably to be understood as confidential. Confidential Information does not include information which the Recipient can demonstrate:

11.1.1 is or becomes publicly available other than through a breach of this Agreement;

11.1.2 was lawfully in the Recipient's possession without restriction before disclosure by the Discloser;

11.1.3 is lawfully received from a third party without any obligation of confidentiality; or

11.1.4 is independently developed by the Recipient without use of or reference to the Discloser's Confidential Information.

11.2 The Recipient shall:

11.2.1 keep the Confidential Information confidential and use it only for the purposes of performing, receiving or enforcing this Agreement;

11.2.2 disclose Confidential Information only to its employees, officers, professional advisers, Group Companies, contractors and Third Party Suppliers who need to know it for those purposes;

11.2.3 ensure that its employees, officers, professional advisers, Group Companies and contractors to whom Confidential Information is disclosed are subject to appropriate confidentiality obligations; and

11.2.4 take reasonable measures to protect the Confidential Information against unauthorised access, use or disclosure.

11.3 The Recipient may disclose Confidential Information to the extent required by Applicable Law, a court of competent jurisdiction or a regulatory or governmental authority, provided that, where legally permitted, the Recipient gives the Discloser reasonable prior notice of the required disclosure and reasonably cooperates with the Discloser in seeking to limit the extent of that disclosure.

11.4 On written request by the Discloser or on termination or expiry of this Agreement, the Recipient shall, where reasonably practicable, return or securely destroy the Discloser's Confidential Information, except to the extent that retention is required by Applicable Law or the information is retained in routine backup or archival systems from which it is not reasonably practicable to delete it individually. Any Confidential Information retained under this clause shall remain subject to the

obligations of confidentiality in this clause 11 and shall not be used for any other purpose.

11.5 The obligations in this clause 11 shall continue after termination or expiry of this Agreement for so long as the relevant information remains confidential.

11.6 Where any Confidential Information is also Personal Data, clause 10 shall apply to that Personal Data and, in the event of any conflict between clause 10 and this clause 11, clause 10 shall prevail to the extent of that conflict.

12. Force Majeure

12.1 Neither party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay results from an event or circumstance beyond that party's reasonable control, including acts of God, fire, flood, storm, epidemic or pandemic, war, terrorism, civil commotion, strikes or other industrial disputes, failure of utilities, telecommunications or transport networks, governmental action or restriction, or the failure of a Third Party Supplier where that failure itself results from circumstances beyond the reasonable control of the affected party ("Force Majeure Event").

12.2 The affected party shall notify the other party as soon as reasonably practicable of the Force Majeure Event and shall use reasonable endeavours to mitigate its effects and resume performance.

12.3 A Force Majeure Event shall not relieve the Client of its obligation to pay any Fees, Supplier Charges or other amounts already properly incurred or committed before or during the Force Majeure Event.

12.4 If a Force Majeure Event materially prevents the performance of the affected Services for more than 30 consecutive days, either party may terminate the affected Services by written notice, without liability for the termination itself. Any Fees, Supplier Charges or other amounts properly incurred or committed up to the date of termination shall remain payable.

13. Severance

13.1 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.

13.2 Any modification or deletion under clause 13.1 shall not affect the validity and enforceability of the remainder of this Agreement.

14. Currency

14.1 Where Supplier Charges are quoted, incurred or refunded in a currency other than pounds sterling, the sterling equivalent may vary as a result of exchange rate movements between quotation, Booking, payment and/or refund.

14.2 Unless otherwise agreed in writing, the Client shall bear the effect of any exchange rate movement and any applicable currency conversion or foreign exchange charges. arrangeMY shall not be responsible for gains or losses arising solely from fluctuations in exchange rates.

15. ATOL and Business Travel

15.1 The parties agree that this Agreement is a general business travel agreement entered into by the Client in the course of its trade, business, craft or profession for the purpose of booking travel arrangements in connection with those activities. The Client shall not resell travel arrangements booked under this Agreement to third parties.

15.2 To the extent that the applicable general business travel exemption applies, travel arrangements provided under this Agreement are outside the scope of the Package Travel and Linked Travel Arrangements Regulations 2018 and the financial protection requirements of the Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012.

15.3 Integrated Business Travel Limited, trading as ArrangeMy Travel, holds ATOL 10710. Where a particular Booking is sold under that ATOL and is required to be ATOL protected, the applicable ATOL protection and documentation requirements will apply to that Booking.

15.4 Where arrangeMY acts as an airline ticket agent and the applicable airline ticket agent or IATA Accredited Agent exemption applies, the flight is supplied by the relevant airline and is not protected under the ATOL scheme.

15.5 Nothing in this clause excludes or limits any statutory protection which applies to a particular Booking.

16. IATA

16.1 Integrated Business Travel Limited, trading as ArrangeMy Travel, is an IATA-accredited travel agent under IATA Code 91238464 and is accredited to promote, sell and handle international air passenger transportation.

16.2 Airline tickets issued under this accreditation remain subject to the applicable airline's terms and conditions and any relevant IATA or BSP requirements.

17. Governing law and jurisdiction

17.1 This Agreement and any dispute or claim arising out of or in connection with it, its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

17.2 The parties irrevocably agree 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, its subject matter or formation.

Schedule 1 - Service Specification

Service	Description	Group Company
Account Services	Account Services may include any or all of the following as agreed with the Client in the Key Terms Sheet: • Consolidated Invoices • Bill-back and/or credit account facilities, subject to approval • access to the Booking System for authorised users within the Client's organisation • access to a designated team of travel consultants • provision of a named account manager and account management meetings at an agreed frequency • alternative fare and rate options • local and/or international account management • management information and reporting • management of agreed corporate payment solutions • travel policy advice and support • travel policy management • management of Client booking and spend authorisations • volume pricing negotiation and/or monitoring • booking quality control • best-value fare and rate sourcing in accordance with the Client's travel policy and available content • delayed ticketing options, where available and permitted by the applicable Third Party Supplier Conditions.	BOOK-O-TEL LIMITED or INTEGRATED BUSINESS TRAVEL LIMITED

Event Management Services	The organisation and/or management by arrangeMY of a meeting, event or conference for the Client, which may include: • venue sourcing and booking • accommodation sourcing and booking • delegate registration and communications • delegate invoicing and payment processing, where agreed • event-related travel and transport arrangements • supplier sourcing and coordination • onsite staffing and event support • other event management services agreed in the applicable Order Form. The scope, deliverables and applicable fees for each Event shall be agreed in the applicable Order Form.	BOOK-O-TEL LIMITED or INTEGRATED BUSINESS TRAVEL LIMITED
Travel Arrangement Services	Recommending, sourcing, booking and/or otherwise arranging travel and related services, including air, rail, ground transport, accommodation, car hire, ferry and other services provided by Third Party Suppliers to or for the benefit of the Client and its Travellers.	BOOK-O-TEL LIMITED or INTEGRATED BUSINESS TRAVEL LIMITED
Reservation Only Services:	arrangeMY reserves hotel rooms or other agreed accommodation inventory on behalf of the Client without creating individual confirmed Bookings, pending confirmation, allocation or release by the Client in accordance with the applicable Order Form and supplier deadlines.	EVENT EXPRESS LIMITED

Schedule 2 – Agreement Personal Data

Subject matter of Processing	The provision and administration of the Services selected by the Client under this Agreement.
Duration of Processing	The Term and any limited period thereafter during which Agreement Personal Data is retained in accordance with clause 10.7.
Nature of Processing	The collection, recording, organisation, storage, retrieval, consultation, use, transmission and disclosure to relevant Third Party Suppliers and Authorised Sub-Processors, together with the return or deletion of Personal Data as required under this Agreement.
Purpose of Processing	The provision and administration of Travel Arrangement Services, Account Services, Event Management Services and/or Reservation Only Services on behalf of the Client, including arranging and managing Bookings, supporting Travellers and Delegates and providing agreed management information and reporting.
Type of Personal Data	• Title and name • contact details, including email address and telephone number • address • Advance Passenger Information (API/APIS), including gender, date of birth and passport or other travel document details • loyalty scheme information

	• travel, accommodation and other booking information • travel preferences and assistance requirements • payment card information, where required for the relevant Booking or payment process • communications and correspondence relating to the Services
Special Category Personal Data	Health, medical, disability and accessibility information where necessary for the provision of the Services and provided by or on behalf of the relevant Data Subject, including information required to arrange appropriate travel, accommodation or assistance.
Categories of Data Subject	• Travellers • Delegates • Bookers and other authorised users of the Booking System • Client contacts and account administrators
Rights and obligations of the Client as Controller	The Client determines the purposes and means of the Processing carried out by arrangeMY on its behalf and may provide documented instructions to arrangeMY in accordance with this Agreement. The Client is responsible for ensuring that its instructions are lawful, that it has an appropriate lawful basis for the Processing and disclosure of Agreement Personal Data to arrangeMY, and that appropriate

	privacy information has been provided to the relevant Data Subjects. The Client retains all rights and obligations applicable to it as Controller under the Data Protection Laws.
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Schedule 3 – Authorised Sub-Processors

Authorised Sub-Processor	Service / Processing Activity	Processing Location(s)	International Transfer Basis (where applicable)
All7 group	Travel provider, Out of Hours	UK, USA & AUS	See clause 10.6.3 – transfers are made in accordance with applicable Data Protection Laws.
Amadeus IT Group, S.A.	Travel Provider	EEA	UK adequacy regulations
Amazon Web Services, Inc.	Cloud Services Provider	EEA	UK adequacy regulations
Atlassian, Inc	Document sharing, ticket tracking and filing	United States and Australia	EU Standard Contractual Clauses together with the UK International Data Transfer Addendum, where applicable.
EAN.com, LP (Expedia Group)	Integrator Accommodation Supplier	United States	EU Standard Contractual Clauses together with the UK International Data Transfer Addendum, where applicable
Evolvi Rail Systems	Trains Provider	United Kingdom	Not Applicable - UK processing
SABS Travel Technologies	Travel Provider	United Kingdom	Not Applicable - UK processing
Travelfusion, Ltd	Travel Provider	United Kingdom	Not Applicable - UK processing
Hubspot, Inc.	Customer Care	USA	UK Extension to the EU-US Data Privacy Framework where applicable, otherwise EU Standard Contractual Clauses together with the UK

			International Data Transfer Addendum.
venuedirectory	Meeting rooms and event venues aggregator	Ireland - EU/EEA	UK adequacy regulations
Workbooks Online Ltd	CRM provider	United Kingdom	Not applicable – UK processing
Jyrney Ltd	Ground transport/ride-hailing booking technology provider	United Kingdom	Not applicable – UK Processing

Schedule 4 – Definitions

Account Services	means those services described as Account Services in the Service Specification which have been selected by the Client in the Key Terms Sheet and/or any applicable Order Form;
Agreement	means, together, the Key Terms Sheet, these Conditions (including the Schedules) and any applicable Order Form;
Agreement Personal Data	means the Personal Data described in Schedule 2 which arrangeMY Processes as a Processor on behalf of the Client in connection with the Services;
Applicable Law	means all laws, statutes, regulations, regulatory requirements and legally binding rules applicable from time to time to a party, the Services or the performance of this Agreement;
arrangeMY	means BOOK-O-TEL LIMITED (company number 03084962) trading as arrangeMY and, where the context requires, any Group Company providing Services on its behalf. A Group Company shall only contract directly with the Client where this is expressly stated in the applicable Order Form or Booking documentation;
Authorised Sub-Processor	means a third party appointed by arrangeMY in accordance with clause 10 to Process Agreement Personal Data on behalf of the Client;
Bill-back	means an agreed facility under which arrangeMY pays specified Third Party Supplier Charges on behalf of the Client, subject to any agreed credit limit, and subsequently invoices those charges to the Client in accordance with the applicable invoicing arrangements;
Booking	means an order or confirmed reservation for Third Party Supplier Services made through a Booking Channel by or on behalf of the Client;
Booking Channel	means any booking channel made available or accepted by arrangeMY from time to time, including the Booking System, telephone, email or an arrangeMY travel consultant;
Booking Fee	means the fee payable to arrangeMY for providing Travel Arrangement Services and/or ticketing or booking confirmation services, as set out in the Key Terms Sheet and/or applicable Order Form, and

	which is separate from the Supplier Charges;
Booking System	means arrangeMY's online booking system known as arrangeMY Trip and any replacement, successor or other online booking technology made available by arrangeMY to the Client from time to time;
Client	means the entity identified as the Client in the Key Terms Sheet or, where expressly applicable, an Order Form;
Client Affiliate	means any legal person that directly or indirectly controls, is controlled by, or is under common control with the Client;
Commission	means the sum of money received (if any) by arrangeMY from the Third Party Supplier for the Booking;
Consolidated Invoice	means an invoice issued by arrangeMY which may include Fees and/or Supplier Charges relating to Services provided by arrangeMY or a Group Company;
Consolidator Ticket	means an airline ticket sourced by arrangeMY through an airline consolidator or other private or negotiated distribution arrangement;
Controller	has the meaning given to it in the Data Protection Laws;
Corporate Net Ticket	means an airline ticket supplied at a net fare before the addition of any applicable fees or agreed mark-up;
Data Protection Laws	means all applicable data protection and privacy legislation in force from time to time in the United Kingdom, including the UK General Data Protection Regulation ("UK GDPR"), the Data Protection Act 2018, the Data (Use and Access) Act 2025 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, in each case as amended, replaced or superseded from time to time.
Data Security Incident	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Agreement Personal Data.
Data Subject	has the meaning given to it in the Data Protection Laws;
Delegate	means a person who registers to attend an Event;
Effective Date	means the date specified as such on the Key Terms Sheet and/or the Order Form;
Event	means any or all of (i) a meeting, (ii) incentive travel for employees, customers,

	suppliers and/or other guests of the Client, (iii) conference or (iv) exhibition;
Event Management Fee	means the fee for the Event Management Services supplied to the Client by arrangeMY;
Event Management Services	means those of the services listed as such in the Service Specification which have been selected by the Client in the Key Terms Sheet and/or an Order Form;
Fees	means any or all of the Booking Fees and Event Management Fees;
Group Company	means BOOK-O-TEL LIMITED (company number 03084962), INTEGRATED BUSINESS TRAVEL LIMITED (company number 02682152) or EVENT EXPRESS LIMITED (company number 04231539);
Insolvent	means, in relation to a party, that it is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or is subject to any analogous insolvency event under the laws applicable to that party;
Key Terms Sheet	means the document bearing that title entered into between arrangeMY and the Client;
Order Form	means a written document or instruction accepted by arrangeMY which sets out specific Services, deliverables, requirements, fees and/or other terms applicable to those Services;
Payment Method	means the method by which the Client shall pay amounts due under this Agreement, as set out in the Key Terms Sheet and/or applicable Order Form;
Payment Terms	means the invoicing frequency and payment period specified in the Key Terms Sheet and/or applicable Order Form;
Personal Data	has the meaning given to it in the Data Protection Laws;
Processor	has the meaning given to it by the Data Protection Laws;
Reservation Only Services	means those services described as Reservation Only Services in the Service Specification which have been selected by the Client in the Key Terms Sheet and/or applicable Order Form;
Service Specification	means the description of the Services set out in Schedule 1 to these Conditions;
Services	means the Account Services, Travel Arrangement Services, Event Management Services and/or Reservation Only Services which

	arrangeMY has agreed to provide to the Client, as specified in the Key Terms Sheet and/or applicable Order Form;
Special Conditions	means any additional or varied contractual terms expressly identified as Special Conditions in the Key Terms Sheet and/or applicable Order Form;
Supplier Charges	means all amounts properly payable to Third Party Suppliers or distribution providers in connection with Third Party Supplier Services, including: • fares, rates and other charges for the relevant Booking; • applicable taxes, duties and supplier-imposed fees; • distribution, booking, payment card, segment, API or similar supplier charges; • amendment, cancellation, no-show or other charges imposed under the applicable Third Party Supplier Conditions; and • other amounts properly incurred in accordance with the Client's instructions or authorised use of the Services.
Term	means the period during which this Agreement remains in force, as specified in the Key Terms Sheet, subject to any different period expressly applicable to particular Services under an Order Form;
Termination Date	means the date on which the Agreement terminates or expires;
Travel Arrangement Services	means those services described as Travel Arrangement Services in the Service Specification which have been selected by the Client in the Key Terms Sheet and/or applicable Order Form;
Third Party Supplier	means any independent third-party provider of Third Party Supplier Services sourced, booked or otherwise arranged by arrangeMY, including airlines, rail operators, hotels, accommodation providers, venues, ground transport providers, car hire companies, ferry operators and other travel, accommodation or event suppliers;
Third Party Supplier Conditions	means the terms, conditions, rules, restrictions and policies applicable to the relevant Third Party Supplier Services at the time of the Booking;

Third Party Supplier Services	means any travel, accommodation, venue, transport or other service supplied by a Third Party Supplier and sourced, booked or otherwise arranged through arrangeMY;
Traveller	means a person authorised by the Client to benefit from the Services, including employees, consultants, contractors and representatives of the Client or a Client Affiliate;
Wholesale Ticket	means an airline ticket sourced by arrangeMY through a wholesale, consolidator or other non-public distribution arrangement;