

**Whitespace Publishers Limited****Websites Terms of Use****1 About our terms**

- 1.1 These terms and conditions of use ("Terms") explain how you may use our Websites as defined in clause 19 of these Terms. These Terms apply between Whitespace Publishers Limited ("we", "us" or "our") and you, the person accessing or using the Websites ("you" or "your").
- 1.2 You should read these Terms and those presented at <https://www.spotvenues.co.uk/terms-of-use> carefully before using the Websites. By using the Websites or otherwise indicating your consent, you agree to be bound by these Terms and those published online as detailed hereinabove. You should also carefully read our Acceptable Use Policy presented online at <https://www.spotvenues.co.uk/acceptable-use-policy>.
- 1.3 If you do not agree with any of these Terms or those published online as detailed hereinabove, you should stop using the Websites immediately.
- 1.4 The Websites are provided by us to you for information purposes only.

**2 About us**

- 2.1 We are Whitespace Publishers Limited, a company registered in England and Wales under company registration number 04468229. Our trading styles include The Whitespace Group and constituent brands including but not limited to Spot Venues and the Spot Websites. Our registered office address is Boston Enterprise Centre, Enterprise Way, Boston, Lincolnshire PE21 7TW.
- 2.2 If you have any questions about the Websites, please contact us by sending an email to [hello@spotvenues.co.uk](mailto:hello@spotvenues.co.uk).

**3 Using the Websites**

- 3.1 The Websites are for your use only.
- 3.2 You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Websites.
- 3.3 We make no promise that the Websites are appropriate or available for use in locations outside of the UK. If you choose to access the Websites from locations outside the UK, you acknowledge you do so at your own risk and are responsible for compliance with local laws where they apply.
- 3.4 We try to make the Websites as accessible as possible. If you have any difficulties using the

Websites, please contact us using the contact details on the Order Form.

- 3.5 As a condition of your use of the Websites, you agree not to:
- 3.5.1 misuse or attack our Websites by knowingly or recklessly introducing viruses, trojans, worms, logic bombs or any other material which is malicious or technologically harmful (such as by way of a denial-of-service attack), or
- 3.5.2 attempt to gain unauthorised access to our Websites, the server on which our Websites are stored or any server, computer or database connected to our Websites.
- 3.6 We may prevent or suspend your access to the Websites if you do not comply with any of our Terms listed throughout this document and its schedules, or any applicable law.
- 4 Registration and password security**
- 4.1 Use of the Websites may require registration, particularly in order to access restricted areas of the Websites.
- 4.2 We are not obliged to permit anyone to register with the Websites and we may refuse, terminate or suspend registration to anyone at any time.
- 4.3 You are responsible for making sure that your password and any other account details are kept secure and confidential.
- 4.4 If we have reason to believe there is likely to be, or has been, a breach of security or misuse of the Websites through your account or the use of your password, we may notify you and require you to change your password, or we may suspend or terminate your account.
- 4.5 Any personal information you provide to us as part of the process will be processed in accordance with our Privacy Policy available at <https://www.spotvenues.co.uk/privacy-policy>.
- 5 Unacceptable Use**
- 5.1 As a condition of your use of the Websites, you agree not to use the Websites:
- 5.1.1 for any purpose that is unlawful under any applicable law or prohibited by these Terms of Use;
- 5.1.2 to commit any act of fraud;
- 5.1.3 to distribute viruses or malware or other similar harmful software code;
- 5.1.4 for purposes of promoting unsolicited advertising or sending spam;
- 5.1.5 to simulate communications from us or another service or entity in order to collect

	identity information, authentication credentials, or other information ('phishing');	6.3	We may remove or edit any Submission to any of our Interactive Services whether they are moderated or not.
5.1.6	in any manner that disrupts the operation of our Websites or business or the operations or business of any other entity;	6.4	Any Submission you make must comply with our Submission Standards set out in clause 7 below.
5.1.7	in any manner that harms minors;	6.5	By making a Submission or authorising either directly or indirectly us to use any text, images, video, audio or other multimedia content, information or material, you grant to us a royalty free, irrevocable, non-exclusive, transferable licence to use, reproduce, modify, publish, edit, translate, distribute, perform and display the same (in whole or in part) on the Websites, in our promotional material and on any other media operated by us now and in the future, indefinitely.
5.1.8	to promote any unlawful activity;		
5.1.9	to represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing;		
5.1.10	to gain unauthorised access to or use of computers, data, systems, accounts or networks;		
5.1.11	to attempt to circumvent password or user authentication methods; or		
5.1.12	to publish, promote or proliferate any content that we may, at our discretion and acting reasonably, deem as causing or having the potential to cause us, our employees, officers and Directors commercial harm or reputational damage.		
<b>6</b>	<b>Bulletin boards, chat rooms and other interactive services</b>	<b>7</b>	<b>Submission standards</b>
6.1	We may provide various interactive features on the Websites ("Interactive Services"), which may include, but are not limited to, bulletin boards, chat rooms, messaging functions, comment sections, forums, profiles, listing pages with user-generated content or generated by Us (such as text, images, videos, or other materials), and any other areas or functionalities that allow You to submit, upload, post, transmit, or otherwise make content available on or through the Websites, whether publicly or privately.	7.1	Any Submission you make to our Interactive Services and any other communication to users of our Websites by you must conform to standards of accuracy, decency and lawfulness, which shall be applied at our discretion, acting reasonably.
	Interactive Services also include any communication, messaging, review, enquiry, or booking functions that facilitate interactions between users, clients, suppliers, advertisers, or other third parties through the Websites.	7.2	In particular, any Submission or communication by you must be:
	We reserve the right to vary, withdraw, or add to the Interactive Services we offer at our sole discretion and without notice.	7.2.1	your own original work and lawfully submitted;
		7.2.2	factually accurate or your own genuinely held belief;
		7.2.3	provided with the necessary consent of any third party;
		7.2.4	not defamatory or likely to give rise to an allegation of defamation;
		7.2.5	not offensive, obscene, sexually explicit, discriminatory or deceptive; and
		7.2.6	unlikely to cause offence, embarrassment or annoyance to others.
		7.2.7	free from any material that infringes the intellectual property rights (including copyright, trademarks, design rights, database rights, and any other proprietary rights) of any third party, and you warrant that you have all necessary rights, licences, consents, and permissions to submit / authorise such material. You further agree to indemnify and hold us harmless against any liability, loss, damage, cost, or expense arising from any claim that any content submitted or authorised by you infringes the intellectual property rights of any third party.
6.2	We are not obliged to monitor or moderate any text, images, video, audio or other multimedia content, information or material ("Submission") submitted to our Interactive Services. Where we do monitor or moderate Submissions we shall indicate how this is performed and who should be contacted in relation to any Submission of concern to you.	<b>8</b>	<b>Infringing content</b>
		8.1	We will use reasonable efforts to:
		8.1.1	delete accounts which are being used in an inappropriate manner or in breach of these Terms; and

8.1.2	identify and remove any content that is inappropriate, defamatory, infringes intellectual property rights when we are notified, but we cannot be responsible if you have failed to provide us with the relevant information.	10.4	All our brands and trading styles are our trademarks. Other trademarks and trade names may also be used on the Websites or in the Content. Use by you of any trademarks on the Websites or in the Content is strictly prohibited unless you have our prior written permission.
8.2	If you believe that any content which is distributed or published on our Websites is inappropriate, defamatory or infringing on intellectual property rights, you should contact us immediately using the contact details listed at clause 2.2 or via the details on our Websites.	<b>11</b>	<b>Submitting information to the Websites</b>
8.3	We reserve the right howsoever we are notified to remove content that we reasonably have cause to conclude infringes these Terms and we shall be held harmless by any party for such action.	11.1	While we try to make sure that the Websites are secure, we do not actively monitor, verify or check whether information supplied to us through the Websites is confidential, commercially sensitive or valuable.
<b>9</b>	<b>Your privacy and personal information</b>  Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy available at <a href="https://www.spotvenues.co.uk/privacy-policy">https://www.spotvenues.co.uk/privacy-policy</a> which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.	11.2	Other than any personal information which will be dealt with in accordance with our Privacy Policy, we do not guarantee that information supplied to us through the Websites will be kept confidential and we may use it on an irrevocable unrestricted and free-of-charge basis as we reasonably see fit.
<b>10</b>	<b>Ownership, use and intellectual property rights</b>	11.3	While we may refer to certain services as Unlimited, such usage is subject to our Fair Use Policy. In particular:
10.1	The intellectual property rights in the Websites and in any text, images, video, audio or other multimedia content, software or other information or material submitted to or accessible from the Websites ("Content") are owned by us and our licensors (including partner businesses).	11.3.1	" <b>Unlimited</b> " refers to usage that is not artificially capped by pre-defined limits, but is subject to reasonable and non-excessive use in line with the typical usage patterns of customers.
10.2	We and our licensors reserve all our intellectual property rights (including, but not limited to, all copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world. This means, for example, that we remain owners of them and are free to use them as we see fit.	11.3.2	" <b>Fair Use Policy</b> ": To maintain the performance and availability of our services, we reserve the right to monitor usage. If we determine, at our absolute discretion, that your usage exceeds what we consider to be reasonable and fair, we may take steps to limit, restrict, suspend, or terminate your access to the services.
10.3	Nothing in these Terms grants you any legal rights in the Websites or the Content other than as necessary for you to access it. You agree not to adjust, try to circumvent or delete any notices contained on the Websites or the Content (including any intellectual property notices) and in particular, in any digital rights or other security technology embedded or contained within the Websites or the Content.	11.3.3	" <b>Unacceptable Usage</b> ": Excessive consumption of resources, abuse of system capabilities, or activity that negatively affects the experience of other users may be considered a violation of this Fair Use Policy.
		11.4	Notification and Remedies: If we determine that your usage breaches this Fair Use Policy, we may contact you to discuss your usage patterns. In cases where adjustments cannot be agreed upon, we reserve the right to take action, including but not limited to, imposing limitations, additional fees, or suspending access to the Unlimited services.
		<b>12</b>	<b>Accuracy of information and availability of the Websites</b>
		12.1	We try to make sure that the Websites are accurate, up-to-date and free from bugs, but we cannot guarantee that they will be. Furthermore, we cannot guarantee that the Websites will be fit or suitable for any purpose. Any reliance that you may place on the information on the Websites is at your own risk.

12.2	We may suspend or terminate access or operation of the Websites at any time as we see fit.	16	<b>Rights of third parties</b>
12.3	Any Content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest, but has not been tailored to your specific requirements or circumstances. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes. You should always use your own independent judgment when using our Websites and their Content.		No one other than a party to these Terms has any right to enforce any of these Terms.
12.4	While we try to make sure that the Websites are available for your use, we do not guarantee that the Websites will be available at all times or that your use of the Websites will be uninterrupted.	17	<b>Variation</b>
13	<b>Hyperlinks and third party sites</b>	17.1	No changes to these Terms are valid or have any effect unless agreed by us in writing or made in accordance with this clause 17.
	The Websites may contain hyperlinks or references to third party advertising and websites other than the Websites. Any such hyperlinks or references are provided for your convenience only. We have no control over such third party advertising or websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party advertising or website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site and is at your own risk.	17.2	We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on the Websites and by continuing to use and access the Websites following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.
14	<b>Limitation on our liability</b>	18	<b>Disputes</b>
14.1	Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:	18.1	We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with us, please contact us as soon as possible using the contact details set out on the Websites.
14.1.1	losses that were not reasonably foreseeable to you and us when these Terms were formed;	18.2	The parties agree 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 these Terms, their subject matter or formation.
14.1.2	losses that were not caused by any breach on our part;	18.3	If you are not satisfied with our service, you may send an official complaint in writing to <a href="mailto:hello@spotvenues.co.uk">hello@spotvenues.co.uk</a> clearly stating your issue and providing any necessary supporting documentation.
14.1.3	business losses; and	19	<b>Our Websites</b>
14.1.4	losses to non-consumers.	19.1	Our "Websites" are defined as: the Spot Venues website at <a href="http://www.spotvenues.co.uk">www.spotvenues.co.uk</a> , the Spot Rooms website at <a href="http://www.spotrooms.co.uk">www.spotrooms.co.uk</a> , the Spot Restaurants website at <a href="http://www.spotrestaurants.co.uk">www.spotrestaurants.co.uk</a> , the Spot Weddings website at <a href="http://www.spotweddings.co.uk">www.spotweddings.co.uk</a> , the Spot Meetings website at <a href="http://www.spotmeetings.co.uk">www.spotmeetings.co.uk</a> , the Spot Parties website at <a href="http://www.spotparties.co.uk">www.spotparties.co.uk</a> , and any of their content, subdomains and hub
15	<b>Events beyond our control</b>	19.2	We may operate other websites either within or additional to the trading styles outlined at clause 2.1 of these Terms.
	We are not liable to you if we fail to comply with these Terms because of circumstances beyond our reasonable control, including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; flood, fire, explosion or accident; or epidemics or pandemics.		

**Whitespace Publishers Limited**  
**Terms and Conditions for the provision of Services**

**THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF *CLAUSE 15* (LIMITATION OF LIABILITY), *CLAUSE 9* (CHARGES AND PAYMENT) AND *CLAUSE 4* (CONTRACT DURATION)**

**1 Definitions**

The following definitions apply in these Conditions:-

<b>"Acceptance"</b>	The Acceptance of the Terms and Conditions as outlined on the Order Form
<b>"Advertising"</b>	Display of the advertising materials of the Customer on the Websites in accordance with the Services;
<b>"Affiliate Marketing"</b>	As defined in clause 12
<b>"Business Day"</b>	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
<b>"Charges"</b>	the charges payable by the Customer in accordance with clause 9;
<b>"Conditions"</b>	these terms and conditions as amended from time to time in accordance with clause 20.5;
<b>"Contract"</b>	the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions, Order Form and Acceptance;
<b>"Control"</b>	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression "change of control" shall be construed accordingly;
<b>"Customer"</b>	the person, business or entity who receives Services from the Supplier in accordance with these Conditions;
<b>"Customer Default"</b>	has the meaning set out in clause 8.2;
<b>"Directors Guarantee"</b>	the guarantee given by the director(s) of the Customer pursuant to clause 20.12
<b>"End Code"</b>	A cancellation code obtained by the Customer to confirm their intent to terminate the Services in accordance with clause 4
<b>"First Term"</b>	As defined in clause 4.1;
<b>"Information"</b>	any information provided by the Supplier to the Customer forming part of the Services including marketing data and any lists of names and addresses of Users;

<b>"Intellectual Property Rights"</b>	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including knowhow), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
<b>"Order"</b>	the Customer's order for Services as set out in the Order Form accompanying these Conditions and in agreement with signed Acceptance;
<b>"Order Form"</b>	the order form completed by the Supplier and issued to the Customer;
<b>"Payment Request"</b>	An invoice, and/or where applicable an automated or/and manual Credit/Debit card payment request / attempt.
<b>"Payment Failure"</b>	Any instance where a Payment Request for Charges results in payment not being made by the Customer to the Supplier in accordance with the payment terms, or where, having made payment, the Customer subsequently claws back or attempts to claw back payment from the Supplier;
<b>"Renewal Period"</b>	As defined in clause 4.1;
<b>"Services"</b>	the services to be provided to the Customer as described on the Websites, and such services agreed to be provided by the Supplier to the Customer as set out in the Order which may include Advertising and the provision of Information;
<b>"Standard Charges"</b>	the Supplier's Standard Charges as listed in clause 9.1;
<b>"Start Date"</b>	the date set out in the Order on which Services commence;

<b>"Supplier"</b>	Whitespace Publishers Ltd registered in England and Wales with company number 04468229 inclusive of trading styles The Whitespace Group and constituent brands including but not limited to The Spot Websites: Spot Venues, Spot Rooms, Spot Restaurants, Spot Weddings, Spot Meetings and Spot Parties;
<b>"UK Data Protection Legislation"</b>	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (DPA); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, and where applicable the guidance and codes of practice issued by the Information Commissioner from time to time;
<b>"UK GDPR"</b>	the General Data Protection Regulation (EU) 2016/679 as it forms part of domestic law in the UK by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the UK or a part of the UK from time to time).
<b>"Users"</b>	users of the Websites
<b>"Websites" &amp; "The Spot Websites"</b>	The Spot Venues website at <a href="http://www.spotvenues.co.uk">www.spotvenues.co.uk</a> , The Spot Rooms website at <a href="http://www.spotrooms.co.uk">www.spotrooms.co.uk</a> , The Spot Restaurants website at <a href="http://www.spotrestaurants.co.uk">www.spotrestaurants.co.uk</a> , The Spot Weddings website at <a href="http://www.spotweddings.co.uk">www.spotweddings.co.uk</a> , The Spot Meetings website at <a href="http://www.spotmeetings.co.uk">www.spotmeetings.co.uk</a> , The Spot Parties website at <a href="http://www.spotparties.co.uk">www.spotparties.co.uk</a> , and any of their content, subdomains and hub. For the avoidance of doubt, the definition of 'Websites' in these Terms and Conditions for the Provision of Services shall be read consistently with the definition in clause 19.1 of the Websites Terms of Use, and any inconsistency shall be resolved in favour of the definition in these Terms and Conditions for the Provision of Services.

The following rules of interpretation apply in these Conditions.

- 2.1 A reference to legislation or a legislative provision:
- 2.1.1 is a reference to it as amended, extended or re-enacted from time to time; and
- 2.1.2 shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 2.2 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2.3 A reference to **writing** or **written** includes email.
- 3 Basis of contract**
- 3.1 Upon the Supplier's receipt of confirmation that the Customer has signed the Contract, the Contract shall come into existence with effect from the **Start Date**.
- 3.2 Any samples, descriptive matter or advertising issued or presented by the Supplier in written or verbal form, and any descriptions or illustrations on the Websites or published for the sole purpose of giving an approximate idea of the Services described in them shall not form part of the Contract or have any contractual force.
- 3.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 3.4 These Conditions and the Contract between the Supplier and Customer and shall be considered a Business-to-Business (B2B) agreement. Both parties confirm that they are acting in the course of their business and **not** as consumers for the purposes of this agreement.
- 4 Contract Duration**
- 4.1 The Contract shall commence on the **Start Date** and continue for an initial free period of three months (the "**First Term**") at which point it then shall automatically renew for successive 12 month periods (each a "**Renewal Period**"), unless:
- 4.1.1 terminated earlier in accordance with clause 17; or
- 4.1.2 by the Supplier for convenience on providing the Customer with not less than 30 days' prior written notice, such notice to expire after the end of the First Term;



4.1.3	by the Customer at any time during the First Term by obtaining from the Supplier an END CODE. The Customer must obtain the END CODE at least 1 day prior to the expiry of the First Term and obtaining it shall terminate the Contract at the end of the First Term.	undertakings, or terms (either expressed or implied):
	The Customer <b>must obtain</b> an END CODE by visiting <a href="https://www.spotvenues.co.uk/end">https://www.spotvenues.co.uk/end</a> and completing the form.	
	Doing so shall terminate the Services provided on any and all Spot Websites..	
4.2	If the Customer fails to obtain the END CODE during the First Term in accordance with clause 4.1 the Contract will continue beyond the First Term and automatically renew to paid for Services and the Customer will be responsible for the continued payment of the Standard Charges for each Renewal Period.	5.5.1 as to the fitness for a particular purpose of the Services and/or the Information;
		5.5.2 that the Services and/or Information will meet the Customer's requirements; or
		5.5.3 that provision of the Services will be uninterrupted, timely, secure or error free.
4.2.1	The Customer may, at any time during a Renewal Period, terminate the Services by obtaining from the Supplier END CODE at least 1 day prior to the expiry of that Renewal Period and obtaining it shall terminate the Contract at the end of that Renewal Period.	5.6 The Customer acknowledges that the Supplier does not guarantee any results from the Services including but not limited to Advertising, use of Supplier publications, use of the Information or use of the Websites
	The Customer <b>must obtain</b> an END CODE by visiting <a href="https://www.spotvenues.co.uk/end">https://www.spotvenues.co.uk/end</a> and completing the form.	5.7 The Supplier will use reasonable endeavours to ensure that the Websites are normally available 24 hours a day, but the Supplier will not be liable if the Websites are unavailable as access to the Websites may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond the Supplier's control.
	Doing so shall terminate the Services for any and all Spot Websites on which the Customer has a listing.	5.8 Except as expressly and specifically provided in the Contract all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Contract.
4.2.2	Where the Customer elects to terminate the Services in accordance with this clause 4 part way through a Renewal Period the Customer is liable for the continued payment of the Standard Charges in respect of that entire Renewal Period.	5.9 The Supplier reserves the right to suspend Customer access to the Websites and / or suspend the supply of any or all Services to the Customer should there be a Payment Failure. Doing so will not preclude the Supplier from pursuing monies owed, upon which additional charges may be levied as a consequence of Payment Failure.
<b>5</b>	<b>Supply of Services</b>	<b>6 Advertising</b>
5.1	The Supplier shall supply the Services to the Customer in all material respects.	6.1 This clause 6 shall apply where the Services include Advertising.
5.2	The Supplier reserves the right to amend the Services if necessary, to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.	6.2 The Customer shall be required to comply with, and shall be subject to technical requirements or specifications of the Websites as notified by the Supplier to the Customer from time to time.
5.3	The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.	6.3 The Supplier has the right to refuse to display any content on the Websites that it reasonably determines is illegal, offensive or inappropriate.
5.4	The Services are intended for use by the Customer in connection with business-to-consumer marketing only. The Customer agrees that the Customer will only use the Services for purposes relating to business-to-consumer marketing.	6.4 The Customer's right to display content on the Websites is non-exclusive and the Supplier shall be entitled to display similar third party promotional material on the Websites, which may relate to direct competitors of the Customer.
5.5	The Supplier does not give any representations, warranties, conditions,	6.5 In the event of any content being published incorrectly, where the Supplier is solely responsible, the Supplier will display replacement equivalent content, free of

	charge to the Customer. This will be the sole remedy of the Supplier and the Customer will not be entitled to any refund of Charges in respect of such incorrect publication.			laws, including but not limited to the General Data Protection Regulations (GDPR).
6.6	By making a submission or authorising us to use any text, images, video, audio, or other multimedia content, information, or material, you grant us a royalty-free, irrevocable, non-exclusive, worldwide, and transferable licence to use, reproduce, modify, publish, edit, translate, distribute, perform, and display such content (in whole or in part) indefinitely. This licence applies across all media and formats now known or later developed - including, but not limited to, our Websites, apps, mobile applications, printed magazines, social media channels, promotional materials, and any current or future brands or platforms operated by us.	7.6		The Customer shall screen any telephone numbers in the Information against the Telephone Preference Service ("TPS") and Corporate TPS ("CTPS"). If a telephone number is listed on either service the Customer agrees that it will not make marketing calls to that number, unless the data subject has specifically consented to receive the Customer's calls.
6.7	The Customer authorises the Supplier to perform the setup of the Services by:	7.7		Where we provide contact details of consumer users of our Websites they have consented (and not withdrawn their consent) to the Customer using those contact details in accordance with these Conditions. The Customer undertakes to comply with the rules on Telephone Marketing at <a href="https://ico.org.uk/for-organisations/guide-to-pecr/electronic-and-telephone-marketing/telephone-marketing">https://ico.org.uk/for-organisations/guide-to-pecr/electronic-and-telephone-marketing/telephone-marketing</a> including by always identifying who is calling and only calling between 9am and 9pm. The Customer should also provide a contact address or number, if required.
6.7.1	extracting images that the Customer has made publicly available			
6.7.2	adapting using artificial intelligence tools, wording that the Customer has made publicly available	7.8		The Information may contain a number of check names, email addresses, telephone and addresses (" <b>Seeded Data</b> ") in order to monitor the usage of Information by the Customer and to ensure that it is used in accordance with this Contract.
6.8	The Customer agrees to indemnify and hold the Supplier harmless for performing the setup of the Services and acknowledges that the further configuration of the Customer's listing is the responsibility of the Customer.	7.9		The Customer warrants and represents that they have conducted their own assessment and have a valid legal basis, in accordance with the legitimate interest test as set out in the GDPR, to process the personal data provided by the Supplier or collected during the performance of this Contract.
<b>7</b>	<b>Information</b>			
7.1	This clause 7 shall apply where the Services include the provision of Information.			
7.2	The Customer agrees that it may only use the Information during the term of the Contract or such period as is specified in the Order. When the customer ceases to have an Order in place for the ongoing supply of Information all prior supplied Information must be destroyed and must not be used.	7.10		The Customer acknowledges and agrees that it is solely responsible for any actions taken by the Customer on the basis of the Information and shall indemnify and hold harmless the Supplier from any claims, liabilities, damages, costs, and expenses arising out of or related to any breach of data protection laws or regulations by the Customer, including but not limited to the GDPR, in relation to the processing of Information under this Contract.
7.3	Without limiting any other right or remedy that the Supplier may have, the Customer acknowledges that any usage of any Information outside of what has been agreed with the Supplier will result in further Charges and the Supplier shall be entitled to issue a <b>Payment Request</b> which sum shall be payable within 7 days.	7.11		The Customer further acknowledges that the Information may include information inputted by a third party and that the Supplier is not responsible for the accuracy of such Information.
7.4	Clause 7.2 shall not restrict the Customer from using the Information where a data subject becomes a bona fide customer of the Customer as a result of the Customer's use of the Information in accordance with the Contract.	7.12		When using the Information, the Customer is not permitted to say that it is an affiliate of the Supplier or that the Customer has been recommended by the Supplier (unless the Supplier has specifically agreed to this in writing).
7.5	The Customer will use the Information in accordance with all relevant codes of practice in the direct marketing industry and/or the advertising industry and any other applicable			



7.13	The Supplier reserves the right to amend, adjust and profile the provision of Information across the term agreed in the applicable Order without notice.	<b>9</b>	<b>Charges and payment</b>
<b>8</b>	<b>Customer's general obligations</b>	9.1	The Standard Charges for each Renewal Period are as follows:
8.1	The Customer shall:	9.1.1	Listing on the Spot Venues website <a href="http://www.spotvenues.co.uk">www.spotvenues.co.uk</a> - £2495 each 12 months
8.1.1	ensure that the details of the Order Form are complete and accurate;	9.1.2	During the First Term and each subsequent Renewal Period the Supplier shall provide between one (1) and five (5) additional listings <b>free of charge</b> on the following Spot Websites (together with Spot Venues, a maximum of six (6) Listings in total):  Spot Rooms – <a href="http://www.spotrooms.co.uk">www.spotrooms.co.uk</a> Spot Restaurants – <a href="http://www.spotrestaurants.co.uk">www.spotrestaurants.co.uk</a> Spot Weddings – <a href="http://www.spotweddings.co.uk">www.spotweddings.co.uk</a> Spot Meetings – <a href="http://www.spotmeetings.co.uk">www.spotmeetings.co.uk</a> Spot Parties – <a href="http://www.spotparties.co.uk">www.spotparties.co.uk</a>
8.1.2	co-operate with the Supplier in all matters relating to the Services;		
8.1.3	provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;		
8.1.4	obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;	9.1.3	All Charges are plus VAT
8.1.5	comply with any additional obligations as detailed in the Services;	9.1.4	The Customer may request the addition or removal of listings on the additional Spot Websites specified in clause 9.1.2 at any time by contacting the Supplier.
8.1.6	keep contact details and business information updated;	9.1.5	The provision of listings on any/all additional Spot Websites is subject to the Customer's continued listing on the Spot Venues website <a href="http://www.spotvenues.co.uk">www.spotvenues.co.uk</a> .
8.1.7	warrant that in signing the Contract including the Acceptance their signatory is authorised to act on behalf of the Customer as a contracting party and agree that the Supplier is entitled to conclude that such proper authority exists and may be relied on to evidence authority.	9.2	The Supplier reserves the right to increase the Charges upon providing the Customer at least 60 days' notice in writing.
8.2	If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (" <b>Customer Default</b> "):	9.3	The Supplier shall issue a Payment Request to the Customer for the Charges for the applicable Renewal Period on or around the commencement of that Renewal Period.
8.2.1	without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;	9.4	The Customer shall pay each Payment Request made by the Supplier:
8.2.2	the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 8.2; and	9.4.1	within 7 days of the date of the Payment Request or in accordance with any credit terms agreed by the Supplier and confirmed in writing to the Customer; and
8.2.3	the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.	9.4.2	in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.
		9.5	All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (" <b>VAT</b> "). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT Payment Request from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the

	supply of the Services at the same time as payment is due for the supply of the Services.	12.4	By entering into this Contract, the Customer grants the Supplier a non-exclusive licence (royalty-free and for the duration of the Contract) to incorporate Affiliate Marketing materials into the Spot Websites for the promotion of the Customer's business and associated services. The Customer further acknowledges that:
9.6	If the Customer fails to pay any Payment Requests due to the Supplier under the Contract and/or any Order by the due date (a "Payment Failure"), claws back or attempts to claw back any payment made by the Customer then, without limiting the Supplier's remedies under clause 15, the Customer shall:		(a) such materials are used solely to support the Supplier's business model, including the provision of Services during the First Term, or any Renewal Period;
9.6.1	lose any discounts or payment schedule agreed with the Supplier on the Order Form (where applicable)		(b) any commission received by the Supplier under an Affiliate Marketing programme is applied solely to the Supplier's operational purposes; and
9.6.2	be liable to pay a Late Payment surcharge of up to £100 per Payment Request in line with late payment legislation.		(c) the inclusion of Affiliate Marketing links does not imply any deeper partnership or endorsement of any Affiliate Partner beyond a standard third-party relationship.
9.6.3	pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgement. Interest under this clause 9.6 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% and the Supplier shall be entitled to recover from the Customer all costs (including legal costs) incurred by the Supplier in recovering payment from the Customer.	12.5	The Supplier's involvement in any Affiliate Marketing programme is subject to the separate terms and conditions imposed by the respective Affiliate Marketing partner.
9.7	All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).	12.6	The Supplier shall have no liability to the Customer for any failures, discrepancies, or delays arising from such third-party programmes, including matters of tracking, validation, reporting, or commission payments, which shall be governed solely by those external terms.
10	<b>Clause Intentionally Reserved</b>	13	<b>Intellectual property rights</b>
11	<b>Clause Intentionally Reserved</b>	13.1	All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.
12	<b>Affiliate Marketing</b>	13.2	The Customer hereby grants the Supplier a fully paid-up, irrevocable, perpetual, worldwide, non-exclusive, and royalty-free licence to copy, reproduce, store, modify, and otherwise use any images, text, or other materials provided by, submitted by or authorised by the Customer for the purpose of the Supplier delivering the Services and any related business activities, both during and after the term of this Contract. This licence shall be exercised in accordance with all applicable UK law.
12.1	The Supplier may, as part of its revenue-generating activities, engage in promoting third-party services by incorporating tracking links, banners, deep links, or other creative assets within the Spot Websites (" <b>Affiliate Marketing</b> ").	14	<b>Data protection</b>
12.2	Under such arrangements, the Supplier may receive a commission on qualifying transactions, with such commission rates and related conditions determined by the relevant affiliate programme, subject to variation between schemes.	14.1	The parties shall comply with their data protection obligations as set out in Schedule 1.
12.3	The Supplier's participation in any Affiliate Marketing programme shall be implemented in accordance with the technical guidelines and operating requirements provided by the respective Affiliate Marketing partner. In each instance, the Supplier shall exercise due care and skill that all tracking codes and related technical implementations are correctly installed and maintained on the Supplier's Spot Websites.	15	<b>Limitation of liability</b>
		15.1	References to liability in this clause 15 include every kind of liability arising under or in connection with the Contract including liability

	in contract, tort (including negligence), misrepresentation, restitution or otherwise.	<b>17</b>	<b>Termination</b>
15.2	Nothing in this clause 15 shall limit the Customer's payment obligations under the Contract or any liability arising under the indemnity in clause 16.	17.1	Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
15.3	Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:	17.1.1	the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
15.3.1	death or personal injury caused by negligence; and	17.1.2	the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
15.3.2	fraud or fraudulent misrepresentation.	17.1.3	the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
15.4	Subject to clause 15.3, the Supplier's total liability to the Customer for all loss or damage shall not exceed 100% of the Charges paid or payable by the Customer for the Services in the 12 months preceding the date of the claim.	17.1.4	the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
15.5	Subject to clause 15.2 and clause 15.3, this clause 15.5 sets out the types of loss that are wholly excluded:	17.2	Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
15.5.1	loss of profits.	17.3	Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Customer and the Supplier if:
15.5.2	loss of sales or business.	17.3.1	the Customer fails to pay any amount due under the Contract on the due date for payment;
15.5.3	loss of agreements or contracts.	17.3.2	the Customer becomes subject to any of the events listed in clause 17.1.2 or clause 17.1.3, or the Supplier reasonably believes that the Customer is about to become subject to any of them; or
15.5.4	loss of anticipated savings.	17.3.3	the Supplier reasonably believes that the Customer is about to become subject to any of the events listed in clause 17.1.
15.5.5	loss of use or corruption of software, data or information.	17.4	Without affecting any other right or remedy available to it, the Supplier may terminate the Contract in the event that the Supplier deems the provision of the services under this Contract to be unviable.
15.5.6	loss of or damage to goodwill; and		
15.5.7	indirect or consequential loss.		
15.6	The terms implied by sections 3 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.		
15.7	Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 6 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.		
15.8	This clause 15 shall survive termination of the Contract.		
<b>16</b>	<b>Indemnity</b>		
	The Customer shall indemnify the Supplier and the Supplier's officers, directors, employees and agents from and against all claims, liability, damages, losses, costs (including legal fees) arising out of any breach of the Conditions by the Customer.		

17.4.1	For the purposes of this clause, the provision of services shall be deemed unviable if any of the following circumstances arise:		<a href="https://www.spotvenues.co.uk/privacy-policy">https://www.spotvenues.co.uk/privacy-policy</a>
(a)	The Supplier incurs significant financial losses in the provision of the Services;	20	<b>General</b>
(b)	There is a change in legislation or regulation which renders the provision of the Services impossible or impractical;	20.1	<b>Force majeure</b>
(c)	There are changes in the market conditions or business environment which make it commercially unfeasible to provide the Services.		Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority; collapse of buildings, fire, explosion or accident; and interruption or failure of utility service.
17.4.2	The Supplier shall provide the Customer with written notice of termination, specifying the reasons for termination and the effective date of termination.		
17.4.3	Upon termination of the contract pursuant to this clause 17.4, the Supplier shall be entitled to payment for all Services provided up to the effective date of termination. The Customer shall have no further obligations to the Supplier under this Contract, except for any obligations that survive termination.	20.2	<b>Assignment and other dealings</b>
<b>18</b>	<b>Consequences of termination</b>	20.2.1	The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
18.1	On termination or expiry of the Contract:	20.2.2	The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.
18.1.1	the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid Payment Requests and interest and, in respect of Services supplied but for which no Payment Request has been submitted, the Supplier shall submit a Payment Request, which shall be payable by the Customer immediately on receipt;	20.3	<b>Confidentiality</b>
18.1.2	no refunds shall be paid for any Charges paid in advance by the Customer; and	20.3.1	Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 20.3.5.
18.1.3	any licence or permission granted to the Customer will cease immediately including login rights.	20.3.2	The Customer agrees to hold all Confidential Information in strict confidence and not to disclose or use such information for any purpose other than as required for the performance of its obligations or as authorised by the Supplier. The Customer agrees to take all reasonable measures to protect the confidentiality of the Confidential Information and to prevent unauthorised disclosure, use, or copying of such information.
18.2	Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.	20.3.3	The Customer further acknowledges that where any unauthorised disclosure or use of the Confidential Information or any detail of any and all dealings between the Customer and the Supplier that could, in the opinion of
18.3	Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.		
<b>19</b>	<b>Privacy Policy</b>		
	All personal data collected from the Customer shall be processed in accordance with the Supplier's Privacy Policy at: -		

	the Supplier acting reasonably, cause irreparable harm to the Supplier, the Supplier shall be entitled to seek injunctive relief, as well as any other legal remedies available, in the event of such a breach.	20.5	<b>Variation</b>	Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
20.3.4	For the avoidance of doubt, the Customer shall not disclose to any third party: <ul style="list-style-type: none"> <li>(a) any information relating to specific offers, discounts, or preferential terms that the Customer benefits from under the Contract or in relation to the Supplier's services; and</li> <li>(b) any recordings of telephone calls between the Customer and the Supplier or its representatives, or the existence and content of such recorded conversations, that the Customer may have access to or is able to recover, whether such recordings were made by the Supplier or the Customer.</li> </ul> <p>The restrictions in this clause shall apply except where such disclosure is expressly authorised by the Supplier in writing or is required by law.</p>	20.6	<b>Waiver</b>	A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
20.3.5	Each party may disclose the other party's confidential information: <ul style="list-style-type: none"> <li>(a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 20.3; and</li> <li>(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.</li> </ul>	20.7	<b>Severance</b>	If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Contract deleted under this clause 20.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
20.4	<b>Entire agreement</b>	20.8	<b>Notices</b>	
20.4.1	The Contract 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.	20.8.1		Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Order.
20.4.2	Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.	20.8.2		Any notice shall be deemed to have been received: <ul style="list-style-type: none"> <li>(a) if delivered by hand, at the time the notice is left at the proper address;</li> <li>(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or</li> <li>(c) if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 20.8.2(c), business hours mean 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.</li> </ul>

- 20.8.3 This clause 20.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 20.9 **Third Party Rights**
- Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 20.10 **Governing Law**
- The Contract, 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.
- 20.11 **Jurisdiction**
- The parties agree 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 Contract, its subject matter or formation..
- 20.12 **Directors Guarantee**
- 20.12.1 The Director(s) of the Customer as a Limited Company personally and unconditionally guarantee to perform all obligations arising under this Contract, including but not limited to the payment of all fees, liabilities and legal disputes arising under the Contract.
- 20.12.2 The Director(s) guarantee is not limited by time, nor by the dissolution or demise otherwise of the Customer (Limited Company).
- 20.12.3 The Supplier shall not be required to pursue the Customer (Limited Company) before seeking recourse against the Director(s) or guarantors.
- 20.12.4 The Director(s) agree to indemnify the Supplier for any writs, expense(s) and legal fees incurred in enforcing the Director(s) guarantee.



**Schedule 1 Whitespace Publishers Limited****Terms and Conditions for the provision of Services**

## 1 Definitions

"Agreed Purposes"	as set out in the Order;
"Controller", "processor", "data subject", "personal data", "personal data breach", "processing" and "appropriate technical and organisational measures"	as set out in the UK Data Protection Legislation in force at the time;
"Data Discloser"	a party that discloses Shared Personal Data to the other party;
"Permitted Recipients"	the parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement;
"Shared Personal Data"	the personal data to be shared between the parties under this schedule 1

**Data Protection**1.1 **Shared Personal Data**

- (a) This clause sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to in this clause as the Data Discloser) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.
- (b) **Effect of non-compliance with UK Data Protection Legislation.** Each party shall comply with all the obligations imposed on a controller under the UK Data Protection Legislation, and any material breach of the UK Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.
- (c) **Particular obligations relating to data sharing.** Each party shall:

**Data Protection**

- (i) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- (ii) give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- (iii) process the Shared Personal Data only for the Agreed Purposes;
- (iv) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- (v) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
- (vi) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- (vii) not transfer any personal data received from the Data Discloser outside the UK unless the transferor:
- (A) complies with the provisions of the DPA (in the event the third party is a joint controller); and
- (B) ensures that (i) the transfer is to a country approved by the UK Government as providing adequate protection pursuant to the DPA; or (ii) there are appropriate safeguards in place pursuant to the DPA; or (iii) Binding corporate rules are in place; or
- (viii) one of the derogations for specific situations in the DPA applies to the transfer.

## 1.2

**Mutual assistance**

- (a) Each party shall assist the other in complying with all applicable requirements of the UK Data Protection Legislation. In particular, each party shall:
  - (i) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
  - (ii) promptly inform the other party about the receipt of any data subject access request;
  - (iii) provide the other party with reasonable assistance in complying with any data subject access request;
  - (iv) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
  - (v) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the UK Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;
  - (vi) notify the other party without undue delay on becoming aware of any breach of the UK Data Protection Legislation;
  - (vii) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;
  - (viii) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
  - (ix) maintain complete and accurate records and information to demonstrate its compliance with this Schedule 1; and
  - (x) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the UK Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the UK Data Protection Legislation.