

# **Guestroom Genie Data Processing Agreement**

## **Introduction**

This Agreement sets out the terms on which Personal Data supplied by the Data Controller (the Provider) to the Data Processor (Guestroom Genie) will be processed as part of the contract between the parties.

## **1. Definitions**

The Act	The Data Protection Act 2018
Data	Personal Data as defined by Section 3(2) of the Act
Data Controller	The Provider as defined by the Contract
Data Processor	Software Genie Ltd trading as Guestroom Genie
The Contract	The Provider Agreement between the Data Controller and the Data Processor.
Processing	The processing of Data under this Agreement and as defined by Section 3 (4) of the Act
Special Category Data	Personal Data as defined by Section 10(1) of the Act
Sub-processing	The processing of Data under this Agreement and as defined by Section 3 (4) of the Act by a third party on behalf of the Data Processor
Data Subject(s)	The individual(s) to which the Data relates
Data Breach	Any breach of a Data Subjects rights which exist under the Act

## **2. Subject matter, duration of Processing and obligations under this Agreement**

- 2.1. The subject matter of this Agreement is the Data which is supplied by the Data Controller to the Data Processor pursuant to the Contract and subsequently Processed by the Data Processor.
- 2.2. This Agreement will apply for the duration of the Contract and any additional period identified within clause 6 below.
- 2.3. The Data Processor accepts the obligations in this Agreement in consideration of the Data Controller continuing to use its services.

## **3. Data to be processed under this Agreement**

- 3.1. The following data will be Processed under this Agreement for the stated purposes and by entering into the Contract the Controller has provided the Processor with a written instruction to carry out such Processing.

<b>Data</b>	<b>Purpose of Processing</b>
Booking Customer data including name, address, telephone number(s) and mail address	In order that the Data Processor can process and manage Bookings in accordance with the Contract
Provider operative personal data including contact information	In order to contact and correspond with relevant operatives in relation to Booking and Accommodation matters in accordance with the Contract
Subcontractor and supplier data including names and contact	In order to contact and correspond with subcontractors and suppliers in relation to Booking and Accommodation matters in accordance with the Contract

#### **4. Obligations of the Data Controller**

- 4.1. The Data Controller acknowledges and accepts its overall liability for compliance with the Act in relation to the Processing.
- 4.2. The Data Controller shall ensure that;
  - 4.2.1. The consent of the Data Subject to obtain and process the data in accordance with this Agreement has been obtained in accordance with the provisions of the Act; or
  - 4.2.2. The lawful basis of processing under the Act has been established and notified to the Data Subject; and
  - 4.2.3. Where the personal data is Special Category Data or criminal conviction data a condition for processing special category data has been identified and the necessary consent obtained.
- 4.3. The Data Controller shall notify the Data Subject of his or her rights in relation to the Data which exist under the Act.
- 4.4. The Data Controller shall notify the Data Processor as soon as practical of any Data Breach of which it becomes aware of in relation to the Processing.
- 4.5. The Data Controller shall confirm in writing all instructions to the Data Processor to;
  - 4.5.1. stop processing the Data; or
  - 4.5.2. to process the Data in a different manner; or
  - 4.5.3. to process the Data for a different purpose; or
  - 4.5.4. to delete or return Data.

- 4.6. The Data Processor shall not be required to act upon such instruction until it has been confirmed in writing.

## **5. Obligations of the Data Processor**

- 5.1. The Data Processor will only process the Data in accordance with this Agreement or on the written instruction of the Data Controller, including any instruction to process Data set out in the Contract.
- 5.2. The Data Processor shall ensure that any person who is involved in the Processing of the Data shall be subject to a duty of confidence in respect of the Data. The wording of any specific confidentiality agreement which the Data Processor is required to implement with its operatives shall be set out at Schedule 1 below.
- 5.3. The Data Processor shall implement appropriate technical and organisational measures and take all steps necessary to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure, and promptly supply details of such measures as requested by the Data Controller. Any specific technical or organisational measures the Data Processor is required to implement under this Agreement shall be set out in Schedule 2 below.
- 5.4. The Data Processor shall implement and maintain an information security policy and provide staff awareness training.
- 5.5. The Data Processor shall not supply the Data to any third party without the express written consent of the Data Controller unless it is required to do so by law.
- 5.6. The Data Processor shall, unless prevented by the law from doing so, notify the Data Controller of its legal obligation to supply the Data to a third party prior to doing so.
- 5.7. The Data Processor will only allow Sub-processing of the Data if:
  - 5.7.1. The Data Controller has given prior consent to the Sub-processing in writing; and
  - 5.7.2. The Data Processor has entered into an appropriate Data Processing Agreement with the organisation carrying out the Sub-processing, which contains all the obligations that are contained in this Agreement and which permits both the Data Processor and the Data Controller to enforce those obligations
- 5.8. The Data Processor shall maintain effective processes to identify, report, manage and resolve Data Breaches.
- 5.9. The Data Processor shall not process personal data outside the European Economic Area without the prior written consent of the Data Controller and, where the Data Controller consents to a

transfer, to comply with the obligations of a Data Controller under the Act by providing an adequate level of protection to any personal data that is transferred;

- 5.10. The Data Processor shall assist the Data Controller as far as is necessary in providing Data Subjects access to their Data in accordance with the Data Subjects' rights under the Act, at no cost to the Data Controller or to the Data Subject.
- 5.11. The Data Processor shall where relevant maintain processes to ensure that the personal data remains accurate and up to date.
- 5.12. The Data Processor shall assist the Data Controller as far as is necessary in order to allow Data Subjects to exercise their rights under the Act in respect of the Data, at no cost to the Data Controller or to the Data Subject. Including but not limited to maintaining processes and procedures to respond to the Data Controllers request to:
  - 5.12.1. suspend the processing of specific Data; or
  - 5.12.2. supply the Data processed in an electronic format.
- 5.13. The Data Processor shall submit to or assist with such audits or inspections carried out by the Data Controller which are reasonably necessary to ensure the Data Controller's compliance with its obligations under the Act.
- 5.14. The Data Processor shall routinely and securely dispose of Data no longer required in accordance with the written instructions, including time scales, of the Data Controller. Otherwise the Data Processor shall securely dispose of or return the Data in accordance with the written instructions of the Data Controller and/or in accordance with Clause 6 of this Agreement.

## **6. Termination provisions**

- 6.1. On termination of the Contract it is a requirement of this Agreement that the Data Processor shall retain the Data for a period of 6 years from the date of termination in which case its obligations under this Agreement shall continue to apply during the same period. At the end of this period the Data Processor shall return all Data to the Data Controller and provide written confirmation to the Data Controller that it does not retain any copies of the Data.
- 6.2. The Data Controller may instruct the Data Processor in writing to delete or return the Data prior to the expiry of the period set out at Clause 6.11 but the Data Controller understands and accepts that should it do so then it shall release the Data Processor from all liability relating to the Contract and the Data Processor's obligations under this Agreement, except where not permissible by law.

**Schedule 1**  
**Agreed form of confidentiality agreement for individuals involved in**  
**Processing the Data**

Please refer to the Data Processor's Information Security Policy

**Schedule 2**  
**Agreed technical and organisational measures which the Data Processor shall  
implement in respect of the Data**

Please refer to the Data Processor's Information Security Policy