

Group Bookings Terms & Conditions

From: 31 March 2025



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Definitions

In this Contract, the following words and phrases have the following meaning:

Airlines	British Airways, British Airways CityFlyer, British Airways Euroflyer, Iberia, the Franchisees and other airlines Lime represents, from time to time.
API	Advance Passenger Information, to be provided in advance.
ATOL	Air Travel Organiser Licence.
ATOL Regulations	The Civil Aviation Authority (ATOL) Regulations 2010, as amended from time to time.
Balance	The amount calculated by multiplying the number of passengers at the Full Commitment Date by the Group Nett Rate, Carrier Imposed Charges plus taxes and other fees less any transferable Deposits.
Balance Request Statement	A statement required to confirm the Final Balance due including any applicable changes such as taxes and other fees.
Business Day	A day other than a Saturday or Sunday on which banks are open in the City of London.
Conditions of Carriage	The Terms and Conditions of Carriage established by the Airline that outline the rights and responsibilities of both the Airline and the passenger during transportation.
Confidential Information	Secret or confidential information (including without limitation, the Group Nett Rates and the terms and conditions of this Contract or any quote [including the Group Booking Confirmation] or Group Booking made pursuant to this Contract).
Deposit	10% of the Net Fare and Carrier Imposed Charges, Or Such other amount notified, from time to time.
Deposit Due Date	The due date for collection of the Deposit of the Group Booking or date at which Deposit is paid by the Organiser, if earlier.

Deviation	Passenger with a different itinerary from the rest of the Group (such as a different flight, date or route). At least one sector must be consistent with the original Group Booking.
Downgrade	A passenger who chooses to travel in a lower cabin.
Full Commitment	Irrecoverably committed to paying for the seats held at Full Commitment Date.
Full Commitment Date	The date on which the Organiser is committed to pay in full for a Group Booking or date at which Balance is paid by the Organiser, if earlier.
Group	A group of passengers travelling together: 10 (6 in First) or more.
Group Booking	A contract for the carriage of a Group, formed pursuant to this Contract.
Group Nett Rates	Fares quoted for Group Bookings.
Joint Business	A revenue share agreement and Anti-Trust Immunity for traffic between USA, Canada, Mexico and UK, Europe (excluding Turkey, Gibraltar, Russia, Ukraine, Belarus, Serbia, Montenegro, Croatia, Bosnia, Albania) between BA/AA/IB/AY (Immunized alliance airline partners).
Lime	Lime Management Ltd, Registered number 4783866.
Losses	Direct and indirect costs, claims, actions, expenses, losses or liabilities (including without limitation, economic loss and loss of profit (direct or indirect), indirect loss or consequential loss).
Naming Date	The day on or before which the Organiser must supply the names of all passengers and the other information required or the date at which the tickets are issued, if earlier.
Package	Shall have the meaning set out in the Package Travel Regulations.
Package Travel Regulations	The Package Travel, Package holidays and Package Tour Regulations 1992, as amended from time to time.
Organiser	Company, Tour Operator, Travel Agent or designated individual, on behalf of a company or organisation.

Personnel	The Organiser's employees, agents, contractors, sub-contractors and their employees.
Secure Flight	The Department of Homeland Security (DHS) in the United States of America has implemented Secure Flight Passenger Data (SFPD), for passengers wishing to fly to/from/within the USA. Each airline is required to submit for all passengers: 1) Name, as it appears on their passport, 2) Date of Birth, 3) Gender and 4) Redress Number (where applicable).
Ticketing Date	The date on or before which the Organiser is required to issue the tickets.
TPS	Ticket Protection Scheme, enabling certain protections and cover in the event of airline insolvency once Deposit and the TPS fee has been paid. Full details of the TPS scheme at www.lime-management.com/tps
Upgrade	A passenger who chooses to travel in a higher cabin than the remainder of the Group Booking.

Recitals

- A. For the purposes of this contract Lime Management Ltd [Lime] has been appointed a Groups Specialist Agent by British Airways, and the other Airlines (collectively the Airlines), to distribute Group Nett Rates and issue tickets for Group Bookings. Lime is not the carrier of passengers or luggage and does not assume any obligations or responsibilities to or for or on behalf of the Organiser or its customers for providing air transport or related services.
- B. The Organiser incorporates the Group Nett Rates into a Package

Long Haul Premium	Pre-booked ground arrangements must be for a minimum of 3 nights (or entire duration of stay, if less than 3 nights) and must include accommodation (not available for car hire only). For Joint Business routes, accommodation must match the full duration of stay.
Long Haul Economy	Pre-booked ground arrangements must be for the entire duration and can include accommodation or car hire. For Joint Business routes, ground arrangements for a minimum of 3 nights (or entire duration of stay, if less than 3 nights).
Short Haul	Pre-booked ground arrangements (accommodation, car hire or theme park tickets).

- C. Lime does not accept liability for the performance of any Airline. Their terms and Conditions of Carriage apply. Any service-related issues should be referred directly to the Carrier's Customer Relations Department.
- D. No discounts are applicable to children (aged 2 11 inclusive) on Group Nett Rates. Infants (not occupying a seat) will pay 10% of the Group Nett Rates. Infants are up to, but not being 2 years of age, on their first date of departure.
- E. Unaccompanied children under the age of 16 shall not be permitted to travel on Group Bookings.
- F. All Group Nett Rates are non-commissionable and exclusive of taxes, fees and Carrier Imposed Charges.
- G. Group Nett Rates may be subject to changes due to increases in Carrier Imposed Charges, insurance charges, security fees, or any other taxes, surcharges, or charges. These rates may also be adjusted in accordance with the Airline's Conditions of Carriage, at any time.

H. The Airlines can withdraw flights at any time. Any such withdrawal will be dealt with in accordance with the Airline's Conditions of Carriage.

1. Payments

- 1.1. Payment can be made by bank transfer, credit/debit card or direct debit (direct debit mandates are available upon request). In the case of credit/debit cards, transaction fees will be applicable.
- 1.2. Failure to pay or if any payment (cleared funds) is not received by the relevant due date, space held will be cancelled without referral or compensation.
- 1.3. Payment of all amounts due under this Contract shall be in GBP (pound sterling).

2. Deposits

- 2.1. To reserve the Group space, the Deposit payment must be received by the Deposit Due Date, as advised on the Group Booking Confirmation.
- 2.2. Payment of a Deposit constitutes acceptance of the terms detailed in this contract, the Airline's Conditions of Carriage and information provided on the Group Booking Confirmation. The payment of the TPS fee along with the Deposit activates the TPS cover.
- 2.3. All Deposits are non-refundable. A proportion of Deposits from cancelled seats may be transferred towards the Balance payment. See clause 4.

3. Balance Payment

- 3.1. The Balance payment must be received by the Full Commitment Date, as advised on the Group Booking Confirmation.
- 3.2. Prior to Full Commitment Date, a Balance request statement will be sent to the Organiser which will include a summary of the remaining Balance due. The Balance request statement will calculate any changes in taxes, fees and Carrier Imposed Charges.

4. Group Size Adjustment and Cancellation

- 4.1. Prior to the Deposit Due Date (with the exception of First), the number of passengers forming part of the Group Booking may be reduced without charge, provided the minimum Group size is not breached and subject to Lime, on behalf of the Airlines, reserving the right to alter the applicable Group Nett Rate.
- 4.2. After the Deposit Due Date and prior to the Full Commitment Date (with the exception of First), the number of passengers who form part of the Group Booking may be decreased provided the minimum Group size is not breached. If the decrease is less than 20% of the size of the Group Booking, as confirmed at the Deposit Due Date, then no charge is due for changing the Group Booking. In this instance, Deposits paid will be non-refundable but can be transferred towards to the Balance payment.

If the reduction is more than 20%, then Deposits paid above the 20% will be forfeit.

- 4.3. If, after the Full Commitment Date, the size of the Group Booking is decreased (as determined at the Full Commitment Date), full cancellation charges will apply to the reduction.
- 4.4. If the Organiser requests a Group Booking size increase, a quote will be provided, subject to availability. The Organiser agrees to remit payment for the Group Booking size increase costs and will be irrevocably committed at the point of such acceptance. Any due payment must be made promptly, as notified to secure the requested Group Booking size adjustment. Failure to pay the additional fees may result in the cancellation of the requested adjustment and/or additional penalties, as per the Airline's terms.
- 4.5. Any change that impacts the cost of the Group Booking will result in a proportionate adjustment to the Deposit or Balance.
- 4.6. Any full Group cancellation will be subject to loss of Deposit payment or Balance payment. Lime accepts no responsibility for non-receipt of cancellation notifications from the Organiser. The Organiser should check that all notifications have been received and processed in good time, to avoid any unnecessary charges.
- 4.7. If the Group Booking size should result in a decrease in the number of passengers, which no longer meets the minimum Group size, the Group Nett Rate will no longer be valid for those remaining passengers and a Published Fare Rate will need to be booked

by the Organiser, subject to the Airlines approval. If a decrease results in a reduction of 50% or more of the original Group Booking size (whilst maintaining the Minimum group size), the Airline reserves the right to cancel the booking, with loss of Deposit for the whole Group Booking.

4.8. After the Ticketing Date no increase in group size is permitted.

5. Deviations (Flight Changes) and Upgrades

Timescale	Provision	Fare and Taxes	Change Fee
Prior to departure	The Organiser may request Deviations or upgrades for particular passengers in the Group Booking, provided that each passenger must always have at least one common sector with the main Group Booking. Deviations will be requested with the Airline, subject to availability and at the Airlines discretion.	A review of the Group Nett Rate and taxes.	Not applicable unless after Full Commitment Date when a £95 per passenger charge will apply.
Post Departure	Deviations are not permitted.		

6. Downgrades

6.1. Downgrades are not permitted.

7. Amendments or Changes

7.1. The Organiser may only amend the whole Group Booking after Deposit Due Date but before Full Commitment Date with the Airlines prior consent. Such consent may be granted or withheld at the Airlines absolute discretion and may be subject to a different Group Nett Rate but will not be less than the original Group Nett Rate. The amendment may only be requested to change travel to within 30 days either before or after the original departure date and only one whole Group change will be permitted per Group Booking. Such an amendment is a date, flight or routing.

7.2. If the Organiser requests an amendment to their booking, Lime will use its reasonable endeavours to provide a quote for the amendment charges as specified by the Airline, subject to availability. Upon the Organiser's acceptance of the amendment, the Organiser agrees to remit payment for the amendment costs and will be irrevocably committed to the amendment and its associated costs, at the point of such acceptance. This commitment is non-reversible and any due payment must be made promptly, as notified by the deadline. Failure to pay the additional fees as agreed may result in the cancellation of the requested amendment and/or additional penalties as per the Airline's conditions.

8. Naming Date and Provision of Information

8.1. The passenger names but be received by the Naming Date, as advised on the Group Booking Confirmation. If all of the details required are not received by the Naming Date, Lime may cancel the Group Booking (without referral and payment of compensation). For the avoidance of doubt, this applies even if full Balance payment has been made.

NB: Group Bookings which include other carrier sectors must be named 37 days prior to departure, or earlier as confirmed by the other carrier. Bookings made within 37 days of departure must be named immediately.

- 8.2. Names should be entered into the website on or before the Naming Date. Forms to simplify inputting names are available to download.
 - 8.2.1. An emergency contact email address and mobile telephone number for each Group Booking, is required.
- 8.3. Passengers under 16 years of age and Infants under 2 years of age, must be clearly identified and their dates of birth supplied. Infants not occupying a seat must be clearly linked to the adult they will be travelling with.
- 8.4. Name Corrections (3 characters or less on BA and BA CityFlyer, BA Euroflyer) can be made free of charge up to the Ticketing Date. Once tickets have been issued, Name Corrections will incur an amendment fee of £35.00. Name Corrections on other carriers may not be possible. No Name Corrections will be considered within 48 hours before the date of first departure and will only be permitted during opening hours.

- 8.5. Name Changes (4 characters or more on BA and BA CityFlyer, BA Euroflyer) can be made free of charge up to the Ticketing Date. After the Ticketing Date and before departure a change fee of £110.00 per passenger will apply. Name Changes on other carriers may not be possible. No Name Changes will be considered within 48 hours before the date of first departure and will only be permitted during opening hours.
- 8.6. The Organiser shall ensure that all passengers in each Group Booking are advised:
 - a) To check the accuracy of the documentation received;
 - b) To have the correct visas, passport, health certificates and other documentation for the relevant journey at the time of travel;
 - c) To check and comply with the relevant entry requirements for any country the individual is visiting including transiting;
 - d) To re-confirm their return flights, if required to do so;
 - e) The name of the particular Airline (or other carrier) that will be operating any of the flights, and;
 - f) the Conditions of Carriage and all other relevant fare rules, ticket restrictions and contractual conditions.

9. Ticketing

- 9.1. Ticketing for Group Bookings require processing through the Lime Groups' website or as otherwise allowed / from time to time.
- 9.2. The latest Ticketing Date is 7 days prior to the date of the first flight sector, unless booked within 7 days of departure where immediate Ticketing is required. After this time, any un-ticketed space will be cancelled without referral.
- 9.3. If a Group Booking or an individual from the Group Booking does not show for the booked flight (a "no show") the cost of the seat is forfeit. Airlines usually cancel the inbound sector of an itinerary if there has been a no show on the outbound sector.
- 9.4. All tickets / itineraries must be checked for accuracy upon receipt. Any alterations, including but not limited to Name Corrections / Name Changes, must be immediately notified so that any tickets can be reissued.
- 9.5. Where ticket refunds are permitted a charge of £20.00 per ticket is levied, in addition to the charge for the TPS cover in place.

10. Group Bookings sold on ATOL-to-ATOL basis

- 10.1. Lime shall require from each Organiser its ATOL number (unless the Organiser is not making available seats on flights in the United Kingdom excluding the Channel Islands and the Isle of Man) and shall require each Organiser to warrant its ATOL number has been issued by the CAA and that the ATOL licence to which it relates is in full force and effect.
- 10.2. The Organiser will notify Lime immediately in writing if it becomes aware that it has acted or omitted to act in such a way that results in a breach of the ATOL Regulations or a breach of the Organiser's ATOL licence, or if the Organiser's ATOL licence is revoked, withdrawn, or suspended or if the terms of the Organiser's ATOL licence are altered in any way.
- 10.3. The Organiser shall not appoint any person, firm or company to act as the sub-agent or distributor of the Organiser for the sale of seats at Group Nett Rates. The Organiser may only sell the Group Nett Rates under the Organiser's own trading names.
- 10.4. The Organiser shall incorporate the Group Nett Rates into a Package, as specified in the Recitals. The Organiser shall ensure that they act as Principal, as defined by the Package Travel Regulations and not as an agent or hold themselves out as an agent for Lime or the Airlines.
- 10.5. If an Organiser is subject to the Tour Operator Margin Scheme, Lime may allow the Organiser to sell the Group Nett Rates to members of the Organiser's Group of Companies subject to:
 - a) Lime giving prior written consent for the sale of seats at Group Nett Rates to the relevant member of the Organiser's Group of Companies, such consent may be limited to particular trading names of the Organiser.
 - b) The provisions of that sale being the same as those set out in this Contract; and
 - c) The Organiser ensures that any of the Organiser's Group of Companies to which Group Nett Rates are sold complies with all the provisions of this Contract.
- 10.6. The Organiser shall indemnify, defend and keep indemnified, Lime and the Airlines against any and all Losses of whatever nature incurred or suffered by Lime or any Airline as a result of the sale of seats at Group Nett Rates to, or the acts or omissions of, any Organiser in breach of this clause, including those which are willful or negligent.

11. Test Calling

- 11.1. Lime shall, from time to time, without notice and anonymously make telephone calls to the Organiser and may make and keep records of them (including the name of individual spoken to by Lime) and use the records for the following purposes:
 - a) To check the Organiser is compliant with the Contract terms,
 - b) To assess market trends and practices; and
 - c) To identify training needs.
- 11.2. For purposes of compliance with the Data Protection Act 1998 (as amended from time to time) the Organiser shall inform all of its personnel in advance that Lime may conduct such telephone calls and the purposes to which information collected might be put.

12. Data Protection

- 12.1. The Organiser shall ensure that each member of a Group, if granted an online manage booking facility, are aware that their personal data, as defined in General Data Protection Regulation (EU) 2016/679 ("GDPR") will be available to all members of the Group who are on their PNR. The Organiser will also ensure that all necessary consents for the disclosure have been obtained from the affected members in accordance with GDPR and the Data Protection Act 2018. The Organiser will keep the Company and the Airline fully indemnified against all Losses suffered or incurred by the Company or the Airline as a result of such disclosure being made or Consent being incorrectly sought or obtained.
- 12.2. The Organiser shall abide by all GDPR regulations as set out in Schedule 1.

13. Advertisements & Promotions

13.1. The Organiser may advertise or promote Packages including Group Nett Rates provided that Lime has given its prior written consent to such advertising or promotion (such consent to be given or withheld in Lime's absolute discretion). If Lime consents to the advertising or promotion of a Package pursuant to this Clause, such advertising or promotion shall be subject to the following restrictions:

- a) Use of British Airways or any Airline's logos, trademarks or other intellectual property must be in accordance with the relevant Airline's instructions and current guidelines including, without limitation, the British Airways Identity and Brand Communications Guidelines (which are available on request).
- b) All promotional and advertising material in respect of the Group Nett Rates must comply with any rules and restrictions issued by Lime or the Airlines from time to time.
- c) Any promotion or advertisement of travel services included in the Package (for example car hire, cruises or accommodation) in connection with the Group Nett Rates must be in a form approved by Lime or the Airlines. The Group Nett Rate must be stated separately.
- d) The Organiser shall obtain Lime's prior written approval of any such advertisement, such approval to be given or withheld in accordance with British Airways or the relevant Airline's instructions and current guidelines, including without limitation, the British Airways Identity and Brand Communications Guidelines.
- 13.2. If Clause 12.1 is breached then, the Organiser shall, at the request of Lime or the relevant Airline, immediately withdraw from any such advertisement or promotion. This is without prejudice to any other remedy, which Lime or the Airlines might have in relation to such breach.

14. Termination

- 14.1. Either party may terminate this Contract by written notice with immediate effect if:
 - a) The other party ceases carrying on business or suspends all or substantially all of its operations (other than temporarily by reason of a strike) or suspends payment of its debts or is or becomes unable to pay debts (within the meaning of Section 123 of the Insolvency Act 1986); or
 - b) A winding up petition is presented in respect of the other party and is not set aside within 14 days; or
 - c) The other party goes into liquidation either compulsorily or voluntarily (save for the purposes of a bona fide reconstruction or amalgamation); or
 - d) Notice of intention to appoint an administrator is served in respect of the other party or a petition or an application for an Administration Order is presented; or
 - e) An administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the other party's assets; or

- f) The other party proposes to enter or enters into any composition or arrangement with its creditors generally or any class of creditors; or
- g) Any other steps are taken to enforce any encumbrance over all or part of the assets and/or undertaking of the other party; or
- h) The other party is subject to an event analogous to Clauses 13.1(a) to 13.1(g) in any other jurisdiction; or
- i) The other party materially breaches this Contract; or
- j) The other party fails to remedy, where it is capable of remedy, or persists in any breach of any of its obligations under this Contract or any Group Booking made pursuant to this Contract after having been required in writing to remedy or desist from such breach within 30 days; or
- k) Any regulatory authority lawfully requires either or both parties to terminate this Contract or not give effect to the whole or a material part of this Contract or requires either or both of the parties to cease arrangements of this nature.
- 14.2. Lime may terminate this Contract or any or all Group Bookings made pursuant to this Contract immediately on written notice to the Organiser if:
 - a) The Organiser is an individual, the Organiser is the subject of a petition for a bankruptcy order, or suffers any similar procedure; or
 - b) The Organiser is a partnership, the Organiser is dissolved, or suffers any similar procedure; or
 - c) There is a change of Control of the Organiser ("Control" shall have the meaning specified in Section 416 of the Income and Corporations Taxes Act 1988); or
 - d) The Organiser fails to comply with the terms and conditions of this Contract; or
 - e) Any act or omission of the Organiser arising out of or in connection with this Contract causes Lime or the Airlines to suffer or incur any Losses.

15. Liability

- 15.1. Nothing in this Contract, or any Group Booking made pursuant to this Contract, will exclude or limit either party's liability for death or personal injury caused by that party's negligence, or for fraudulent misrepresentation.
- 15.2. Unless otherwise stated within this Contract, neither Lime nor the Airlines shall be liable to any Organiser for any loss of profit, goodwill or other economic loss (direct or indirect) or any other indirect or consequential losses or damage which arises out of or

- in connection with this Contract or any Group Booking made pursuant to this Contract, or any act or omission of Lime or any Airline.
- 15.3. Lime shall have no liability for any Losses suffered or incurred by the Organiser as a result of any failure of any electronic mail system, Lime's website and/or intermediate lines of communication or delay to the post or the courier, as the case may be.
- 15.4. The Organiser shall keep Lime, and the Airlines fully indemnified against all Losses resulting directly or indirectly from:
 - a) The Airline's refusal to carry any passengers travelling on tickets sold pursuant to this Contract who do not hold the appropriate visas, permits, passports or other documentation required for entry into the UK or any other country or state or when transiting; or
 - b) Any failure to comply with the provisions of this Contract; or
 - c) Any negligent act or omission or willful default of the Organiser or any officer, employee, agent, contractor or subcontractor of the Organiser.
- 15.5. Without limiting the generality of any other Clauses, if any act or omission of the Organiser causes Lime to be in breach of the terms and conditions of its agency agreement with any Airline and Lime receives a charge / ADM / invoice from any Airline or suffers or incurs Losses arising out of or in connection with any such breach, the Organiser shall indemnify Lime and keep Lime indemnified against the full amount of any such charges or Losses.
- 15.6. Any claim relating to Tickets issued by Lime must be received by the last Business Day of the month following the date the Ticket was issued, after which time neither Lime nor the Airlines shall be liable for any further claims.
- 15.7. The Organiser shall not assign, delegate, sub-contract or transfer or otherwise dispose of all or any of its rights and obligations under this Contract or any Group Booking made pursuant to this Contract without Lime's prior written approval, to be granted or withheld at Lime's absolute discretion. No such restriction shall apply to Lime.
- 15.8. The Organiser warrants that it will provide adequate control over the security of its operations so as to prevent illegal and/or fraudulent transactions with Lime. This is without limitation to the scope of this warranty, including security over the access to the Organiser's computer systems, equipment and passwords. The Organiser shall

indemnify Lime and the Airlines and keep them fully indemnified from and against any and all Losses suffered or incurred by Lime or the Airlines as a result of tickets wrongly or wrongfully issued as a result of the use of the Organiser's systems, equipment or passwords.

- 15.9. Neither Lime nor the Airlines shall be liable for, and the Contract shall not be terminable by the Organiser in respect of any breach of contract caused by events outside Lime's or the Airline's reasonable control, including, without limitation, any war (threatened or actual), act of terrorism or hostilities (threatened or actual), government interference or labour dispute. The Organiser shall not be liable for, and the Contract shall not be terminable by Lime in respect of any breach of Contract caused by events outside the Organiser's reasonable control.
- 15.10. The entire agreement relating to this Contract, Quotes, Group Booking Confirmations, the Conditions of Carriage and any applicable tariffs and fare rules, together with the documents expressly referred to in this Contract shall constitute the entire agreement between the parties relating to its subject matter and shall override any prior correspondence or statements relating to them (including, without limitation, any statements or representations in any advertisements or literature produced by any Airline). Neither party will have any claim against the other for misrepresentations it has made in relation to the subject matter of this Contract unless the party has made such misrepresentations fraudulently. In the event of any conflict between the Contract, and Booking Confirmation and the Conditions of Carriage, then the documents shall have the following descending priority:
 - a) Conditions of Carriage
 - b) Group Booking Confirmation
 - c) This Contract
- 15.11. Nothing in this Contract or any Group Booking Confirmation issued pursuant to this Contract shall be created or be deemed to create a partnership, agency, joint venture, relationship of employer and employee or similar relationship between parties.
- 15.12. The rights and remedies of either party in respect of this Contract or any Group Booking made pursuant to this Contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by such party to the other nor by any failure of, or delay by the said party in ascertaining or exercising any such rights or remedies. The waiver by either party of

- any breach of this Contract or any Group Booking made pursuant to this Contract shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.
- 15.13. If any provision of this Contract is ruled to be invalid for any reason, that part of the Contract which is ruled to be invalid shall not form part of this Contract and such invalidity will not affect the rest of this Contract which will remain valid and enforceable in all respects.
- 15.14. This Contract is governed by and should be construed in accordance with English law. Any dispute or claim which the parties cannot settle will be subject to the exclusive jurisdiction of the English Courts.

16. Groups Contact Details

Telephone Number	+44 (0)151 350 1185
Email	bagroups@lime-management.com
Website	www.lime-management.com
Postal Address	Groups Department
	Lime Management Limited
	World House
	Lloyd Drive
	Cheshire Oaks Business Park
	Ellesmere Port
	Cheshire
	CH65 9HQ
	UK

17. Use of Cookies

17.1. Our online systems require the use of cookies in order to function correctly; by using this online system you agree to the use of cookies. For more information on cookies please visit www.allaboutcookies.org

18. Notices

18.1. Notices sent under this Contract should be in writing and served by email, personal delivery or first class post (to Lime's Postal Address). Should emails be used, it is the Organiser's absolute responsibility to re-confirm and have confirmed by Lime in writing it is in receipt of the said email.

Schedule 1 – Data Protection

1. For the purpose of this Schedule the following terms shall have the following definitions:

"Act"	Shall mean the UK Data Protection Act 1998 as amended from time to time and any orders and regulations made thereunder;
"Data"	Shall mean any data held by an Airline which is transferred or disclosed by or on behalf of that Airline under this Contract and any data which is obtained or collected on behalf of an Airline under this Contract;
"Personal Data"	Shall mean any data which consists of information relating to an identified or identifiable natural person (a 'Data Subject'); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his identity;
"Processing"	Shall mean obtaining, recording or holding Personal Data or carrying out any operation or set of operations on Personal Data (whether or not by automated means) including organization, adaptation, alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment, combination, blocking, erasure or destruction an 'Process' and 'Processed' shall be construed accordingly.

- 2. Where Personal Data is Processed by the Organiser, its agents, sub-contractors or employees under or in connection with this Contract. The Organiser, its agents, sub-contractors and employees shall:
 - 2.1. Process the Personal Data only on behalf of Lime, only for the purpose of performing this Contract and only in accordance with instructions contained in this Contract or received from Lime from time to time.

- 2.2. Not otherwise modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party unless specifically authorised in writing by Lime;
- 2.3. At all times comply with the provisions of the seventh principle (the 'Seventh Principle') set out in Part 1 of Schedule 1 of the Act (which provides the appropriate technical and organisational measures shall be taken against unauthorized or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, (Personal Data) and will ensure that its agents, sub-contractors and employees so comply;
- 2.4. Upon request from Lime to inform Lime of the measures it has taken to comply with section 2.3 and take such other measures as Lime may require to ensure that it does so comply;
- 2.5. Process the Personal Data in accordance with the rights of Data Subjects under the Act and not do or permit anything to be done which might cause Lime in any way to be in breach of the Act;
- 2.6. Cooperate as requested by Lime to enable each Airline to comply with any exercise of rights by a Data Subject under the Act in respect of Personal Data Processed by the Organiser under this Contract or comply with any assessment, enquiry, notice or investigation by the UK Information Commissioner which shall include the provision of all Data requested by Lime within the timescale specified by Lime in each case;
- 2.7. Appoint and identify to Lime a named individual within the Organiser's organization to act as a point of contact for any enquiries from any Airline or the UK Information Commissioner relating to Personal Data;
- 2.8. Not Process the Personal Data in any country outside the European Economic Area without prior written consent of Lime;
- 2.9. Cease Processing the Personal Data immediately upon the termination or expiry of this Contract or, if sooner, of the contractual activity to which it relates and as soon as possible thereafter return the Personal Data and any copes of it or of the information it contains and the Organiser shall confirm in writing that this section 2.9 has been complied with in full;

- 2.10. Defend, hold harmless and indemnify Lime against all loss, liability, damages, costs (including legal costs), fees, claims and expenses to which Lime may incur or suffer by reason of any breach of this Schedule by the Organiser or any breach of the Act by an Airline which is attributable to or caused, directly or indirectly, by the Organiser, its agents, sub-contractors or employees.
- 3. The Organiser warrants that it and its agents, sub-contractors and employees have the necessary legal authority in any country where any Processing of Personal Data will take place under this Contract in order to carry out the Processing and undertakes to comply with any data protection laws applicable in such country.
- 4. The Organiser shall permit Lime at any time upon seven days' written notice to have escorted access to the appropriate parts of the Organiser's premises, systems and equipment to enable Lime to inspect the same and to inspect procedures, data files and documentation for the purposes of monitoring compliance with this Schedule. Such inspection shall not relieve the Organiser of any of it obligations under this Schedule.
- 5. The Organiser shall not sub-contract to any third party (including any associated company of the Organiser) an Processing of Personal Data on behalf of Lime unless all of the following have first been complied with:-
 - 5.1. The Organiser has supplied to Lime such information as Lime may require to ascertain that the sub-contractor has the ability to comply with the provisions of the Seventh Principle; and
 - 5.2. The Organiser has obtained the prior written consent of Lime; and
 - 5.3. The proposed sub-contractor has undertaken to Lime in written contract to be bound by the terms of this Schedule.