

SaaS Terms v1.0

1. Definitions & Interpretation

1.1. In these SaaS Terms unless the context otherwise requires, the following expressions have the following meanings:

Administrators	the customer of Hallmaster who licences the SaaS for the purpose of managing venues for it and End Users and whom will have access to functions of the SaaS which are designated by Hallmaster as being for supervisory persons only, and as further detailed on the Site.
Administrator Responsibilities	as defined in Clause 10.1
Administrator Personnel	any employee, officer, agent, sub-contractor (of any level), User, Administrator or third party using the SaaS in relation to a venue
Agreement	as defined in Clause 2.2
Business Days	any day other than a Saturday, Sunday or English public holiday or bank holiday
Business Hours	9am to 5pm, Monday to Friday except Bank Holidays
Commencement Date	as detailed on the Registration Form or at the end of any agreed Free Trial period where an Agreement has been entered into pursuant to Clause 2.2
Data	all specifications, computer software, text, data, calculations, code, literature, photographs, documentation, designs, graphics, video, audio or other materials, or creative content (on any media including any platform or website)
Data Protection Legislation	any law, statute, regulation, rule or other binding restriction regarding the protection of individuals with regards to the processing of their personal data to which a party is subject, including the GDPR (on and from 25 May 2018) and any code of practice or guidance published by the Information Commissioner's Office from time to time
Documentation	the User Guides made available to the Users by Hallmaster from time to time
End Users	bookers of venues to whom access to certain parts of the SaaS as nominated by the Administrator in writing
End User Licence Terms	the terms of use of the SaaS issued by Hallmaster from time to time which End Users will be asked to agree to use of the SaaS
Enhancement/Enhanced	A modification to the SaaS other than an Update which: (i) contains significant new features; (ii) may be priced and offered separately as an optional addition to the SaaS; and (iii) is not made routinely available to customers that purchase the SaaS
GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016 and any and all national legislation implementing the same into UK law from time to time
Initial Term	as defined in Clause 4.1
Intellectual Property	any current and future intellectual property rights, including: (a) patents, trademarks, service marks, trade names, domain names, rights in logos and get-up (and any applications in relation thereto), inventions, copyright, confidential information, trade secrets and know-how including commercial know-how, design rights (whether registered or unregistered), patents, utility models, semi-conductor topographies (and any applications in relation thereto), all rights of whatsoever nature in computer software and data, rights in databases, business and trade names, rights of privacy and publicity; and (b) in relation to (a) all intangible rights and privileges of a nature similar, analogous or allied to any of the above; in every case in any part of the world and whether or not registered.
Internet	a global computer network providing a variety of information and communication facilities, consisting of interconnected networks using standardized communication protocols

Price	the SaaS Price and any other amounts payable for any other services provided under this Agreement from time to time
Registration Form	the online registration form for the SaaS
Renewed Term	as defined in Clause 4.1
SaaS	the delivery model for Hallmaster whereby the application and its associated infrastructure, data, configuration and helpdesk services is hosted by Hallmaster and made available to Users via the Internet
SaaS Price	as detailed on the Site and as may be varied in accordance with this Agreement from time to time the Price due under this Agreement including the Price set out in the Site and any Price for additional services
Site	www.Hallmaster.com and/or www.hallmaster.co.uk
Support Services Policy	the policy detailing support and maintenance as amended and provided from time to time, as currently detailed on the Site.
Term	the Initial Term and all Renewed Terms
Update/Updated	any improvements, modifications or corrections to the functionality of the SaaS that are generally made available at no additional cost to Hallmaster's customers who purchase the SaaS
Users	employees of the Administrator and any other persons nominated by the Administrator who are permitted to have access to the SaaS on the terms of this Agreement including Administrators and End Users
User Data	all Data uploaded by Users using the SaaS as permitted by this Agreement

- 1.2. In interpreting this Agreement the headings to this Agreement shall be ignored.
- 1.3. References to a "person" include an individual, firm, unincorporated association or body corporate.
- 1.4. The Schedules and the Registration Form, form an integral part of the Agreement and shall have the same force and effect as if set out in the main body of the Agreement.
- 1.5. References to any statute or statutory provision shall be deemed to include references to any statute or statutory provision which amends, extends, consolidates or replaces the same.
- 1.6. References to "includes" or "including" or "in particular" are to be construed as being by way of illustration and shall not limit or prejudice the generality of the foregoing words.
- 1.7. References to clauses and schedules and parts are references to clauses of and schedules and parts of this Agreement.
- 1.8. References to days are references to calendar days unless otherwise stated.

2. The Agreement and how it is formed

- 2.1. The on screen prompts on the Site will allow the Administrator to complete the Registration Form. Completion of the Registration Form by the Administrator is an offer to purchase the services specified on the Site. Any acknowledgement of the Administrator's request, by Hallmaster is not an acceptance of the Administrator's offer to purchase the relevant services.
- 2.2. An Agreement will not come into existence between the parties unless and until the sooner of Hallmaster writing to tell the Administrator that it accepts the offer or when it provides the SaaS (not a Free Trial) whereupon the Agreement shall consist of the Registration Form and these Terms and shall apply to any Initial Term and any Renewed Term (the "**Agreement**").
- 2.3. This Agreement contains all the terms agreed and the entire understanding between the parties with respect to the products and services to be provided by Hallmaster and no statements of intention, indications of future performance or other inducements to enter into this Agreement, oral or written, not contained herein shall bind either party.
- 2.4. The Administrator acknowledges that it does not rely on any representation in entering into this Agreement. The Administrator agrees that it will have no remedy in respect of any untrue statement made to it upon which it relied in entering this Agreement and that its only remedies can be for breach of this Agreement (except that this shall not exclude any liability for any statement made fraudulently by either party).
- 2.5. Hallmaster may vary these Terms at any time and shall provide notice of such by placing a notice on its Site.

3. Free Trial

- 3.1. The Free Trial of the SaaS is for evaluation purposes only. Registration and use for the free trial is subject to the following provisions:
 - 3.1.1. The Administrator will have 90 days to test the SaaS to see if it meets its requirements;
 - 3.1.2. On expiry of the 90 days Hallmaster will switch off the free trial without notice unless the Administrator wishes and Hallmaster has agreed to enter into an Agreement, pursuant to Clause 2.2;

- 3.1.3. Hallmaster may extend any free trial period purely at its discretion; and
- 3.1.4. Hallmaster accepts no liability whatsoever for the use of SaaS during the trial period, including for switching off the trial service without notice;
- 3.1.5. Clauses 5.3 -5.6, 12 and 16 shall apply during the Free Trial;
- 3.1.6. Hallmaster shall not accept any liability for personal data during the Free Trial.

4. **Commencement and Duration**

- 4.1. Unless otherwise terminated under Clause 19, provision of the SaaS shall, unless otherwise stated on the Site commences on the Commencement Date and shall continue for 1 year (the “**Initial Term**”) and shall automatically continue for a further 12 month period (the “**Renewed Term**”).

5. **SaaS**

- 5.1. Subject to the Administrator paying the Price in accordance with Clause 11, the restrictions set out in this Clause 5 and the terms of this Agreement, Hallmaster hereby grants to the Administrator a non-exclusive, non-transferable right to permit use of the SaaS and the Documentation via SaaS online by means of internet browser during the Term solely for the purpose of booking/invoicing venues as envisaged in the Documentation by:-
 - 5.1.1. the End User to access; and
 - 5.1.2. Administrators to access, monitor and report on End User data generated by User activity on the SaaS.
- 5.2. Hallmaster agrees, during the Term, to provide the SaaS via a SaaS delivery platform via www.hallmaster.co.uk or any other website notified to the Administrator by Hallmaster from time to time, as more particularly described in the Documentation on and subject to the terms of this Agreement.
- 5.3. The Administrator shall not and shall procure that no User or third party shall use the SaaS or the Documentation for any other purpose other than its intended purpose as detailed in this Clause 5, such prohibited uses including (except and only to the extent expressly permitted under this Agreement) any attempt to copy, alter, modify, reverse engineer, duplicate; create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the SaaS, the SaaS and/or Documentation in any form or media by any means.
- 5.4. The Administrator shall not:-
 - 5.4.1. access all or any part of the SaaS and/or Documentation in order to build a product or service which competes with the SaaS and/or the Documentation; or
 - 5.4.2. (unless and to the extent expressly permitted by this Agreement) use the SaaS and/or the Documentation to provide services to third parties; or
 - 5.4.3. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the SaaS and/or the Documentation available to any third party except to End Users and Administrators as permitted by this Agreement; or
 - 5.4.4. attempt to obtain, or assist third parties in obtaining access to the SaaS and/or the Documentation other than as provided under this Clause 5.
- 5.5. If the Administrator becomes aware of any unauthorised access of the SaaS and/or the Documentation or use thereof, it shall promptly inform Hallmaster.
- 5.6. The Administrator shall procure that each User is responsible for any passwords given to it and that each User shall keep his password confidential.
- 5.7. Unless otherwise expressly stated on the Site any licences in this Agreement do not extend to Group Members of the Administrator and shall be the subject of a separate registration and licence.
- 5.8. We may amend the SaaS from time to time but this will not materially adversely affect the service you have purchased.

6. **Hosting, Support and Maintenance**

- 6.1. Hallmaster shall use commercially reasonable endeavours to make the most current version of the SaaS available 24 hours a day, seven days a week. Hallmaster will manage scheduled and unscheduled maintenance as detailed in the Support Services Policy.
- 6.2. Hallmaster shall provide the Administrator with Hallmaster’s standard support services in relation to the most current version of the SaaS during Business Hours in effect at the time the SaaS is provided as detailed in the Support Services Policy.
- 6.3. Unless otherwise expressly stated on the Site, Hallmaster will provide the services under Clause 6.2 as part of the SaaS and at no additional cost to the Administrator. The Administrator may purchase enhanced support services and training as detailed in the Support Services Policy from time to time separately at Hallmaster’s then current rates on the Site.
- 6.4. Where any Update to existing functionality is produced by Hallmaster, Hallmaster may roll out the Update to the Administrator provided the Administrator has paid the SaaS Price and any other amounts due and owing under the Agreement as at the date of the roll out of the Update.
- 6.5. Any Enhancements may be offered to the Administrator but may be subject to additional payment and/or payment of an additional/increased fee as agreed between the parties.

7. **User Data**

- 7.1. As between Hallmaster and the Administrator, the Administrator shall own all right, title and interest in the User Data and shall have sole responsibility for:-
 - 7.1.1. the legality, reliability, integrity, accuracy and quality of the User Data; and
 - 7.1.2. any losses of data, programs, breaches of security, viruses and disabling or harmful devices that the User may download or otherwise experience introduced by the User or which the User may download or otherwise experience.

- 7.2. The Administrator hereby grants Hallmaster a licence to collect, hold, control, use and transmit User Data obtained from and about the Users during the course of the use of the SaaS.
- 7.3. To the extent that any of the User Data is personal data (as defined below in Clause 14), the provisions of Clause 14 shall apply.
- 7.4. Hallmaster accepts no liability whatsoever to the Administrator for the acts or omissions of the Users, including any inaccuracies in the User Data.
- 7.5. Without prejudice to Clause 14 Hallmaster shall delete all User Data in relation to any Venue Account which is inactive and/or any inactive End User Bookings/invoices over 18 months old. Hallmaster is not a storage facility for Venue/ Administrator / End User Data.

8. Hallmaster Obligations

- 8.1. Hallmaster warrants that:-
 - 8.1.1. the SaaS shall conform in all material respects with the Documentation; and
 - 8.1.2. that all Services shall be performed with reasonable skill and care.
- 8.2. The warranty at Clause 8.1 shall not apply to the extent of any non-conformance which is caused by use of the SaaS contrary to Hallmaster's instructions, or modification or alteration of the SaaS by any party other than Hallmaster or Hallmaster's duly authorised contractors or agents.
- 8.3. Without prejudice to Clause 17.4.4 if the SaaS is not performed in accordance with the warranty in Clause 8.1, Hallmaster shall use all reasonable endeavours to correct such non-conformance or provide the Administrator with an alternative means of accomplishing the desired performance provided always that such non-compliance has not been caused by the User. Such correction or substitution constitutes the Administrator's sole and exclusive remedy for any breach of the warranty set out in Clause 8.1.
- 8.4. Notwithstanding the foregoing:-
 - 8.4.1. Hallmaster does not warrant that the User's use of SaaS will be uninterrupted or error-free; or that the SaaS and/or the information obtained by the Administrator through the SaaS will meet the Administrator's, End User or Administrator requirements; and
 - 8.4.2. Hallmaster is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the Internet, incorrect use of the SaaS by the Users or by attempts to access the SaaS by the User with other than generally available browser software or by abuse or corruption by the introduction of any computer virus; and
 - 8.4.3. the Administrator acknowledges that the SaaS may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 8.5. This Agreement shall not prevent Hallmaster from entering into similar agreements with third parties, or from independently developing, using, selling or licensing products, documentation and/or services which are similar to those provided under this Agreement.

9. Users

- 9.1. The Administrator acknowledges that:-
 - 9.1.1. the SaaS may enable or assist the Users to access the website content of or systems of third parties as further detailed in the Documentation; and/or
 - 9.1.2. the SaaS will enable or assist Users to access certain areas of the portal to book Venues that might be owned and/or operated by the Administrator.
- 9.2. and accordingly:-
 - 9.2.1. the Administrator agrees that it does this solely at its own risk; and
 - 9.2.2. Hallmaster makes no representation or commitment and shall have no liability or obligation whatsoever in relation to:-
 - (i) the content or use of, or correspondence with, any third party system or website; or
 - (ii) any transactions completed, and any contract entered into by the Administrator, with any such third party or End User or Administrator. Any contract entered into and any transaction completed via any third-party website or system is between the Administrator and the relevant third party and not Hallmaster.
- 9.3. Hallmaster does not endorse or approve any third-party or End User website or system nor the content of any of the third-party or End User website made available via the SaaS.
- 9.4. The Administrator shall procure that all End Users and Administrators shall comply with the End User Licence Terms including:-
 - 9.4.1. providing or not hindering continued "click to accept terms" access to the End User Licence Terms on sign up by an End User;
 - 9.4.2. continued prominence of the End User Licence Terms on the Administrator's dashboard; and
 - 9.4.3. allowing access (hereby permitted) to the End User dashboard by Hallmaster to update the End User Licence Terms from time to time.
- 9.5. The Administrator acknowledges and agrees that Hallmaster shall without liability to the Administrator be entitled to enforce the End User Licence Terms or take any action against the End User and/or Administrator which may include the removal of the End User and/or Administrator User Data in relation to such from the SaaS.
- 9.6. Hallmaster shall not have any interaction or communication with the End User.

10. Administrator Responsibilities

- 10.1. The Administrator shall and shall procure that Administrator Personnel comply with the Administrator's obligations under this Agreement including those as detailed in this Clause 10, or as may be agreed from time to time ("**Administrator Responsibilities**").
- 10.2. The Administrator acknowledges that Hallmaster's ability to provide the SaaS and any other services provided under this Agreement are dependent upon the full and timely co-operation of the Administrator as well as the accuracy and

completeness of any information and data the Administrator provides to Hallmaster. Accordingly the Administrator shall:-

- 10.2.1. provide Hallmaster with access to and use of all information, data documentation, Administrator Personnel and such systems and software of the Administrator reasonably required by Hallmaster for its performance of its obligations under this Agreement;
 - 10.2.2. provide all necessary co-operation in relation to this Agreement.
- 10.3. The Administrator shall:-
- 10.3.1. comply with all applicable laws and regulations with respect to its activities under this Agreement;
 - 10.3.2. carry out all Administrator Responsibilities in a timely and efficient manner;
 - 10.3.3. ensure that the Users use the SaaS and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any User's breach of this Agreement;
 - 10.3.4. obtain and shall maintain all necessary licences, consents, and permissions necessary for Hallmaster, its contractors and agents to perform their obligations under this Agreement;
 - 10.3.5. ensure that its network and systems comply with the relevant specifications provided by Hallmaster from time to time; and
 - 10.3.6. be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Hallmaster's systems and resolving all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Administrator's network connections or telecommunications links or caused by the internet.
- 10.4. If any staff working on Hallmaster's behalf have to attend the Administrator's premises to provide training or support, the Administrator will provide the following without charge:-
- 10.4.1. working accommodation for Hallmaster's staff;
 - 10.4.2. reasonable access to and use of the Administrator's appropriate computer terminals and such of the Administrator's peripheral equipment as necessary for training or support to be carried out to such an extent and at such reasonable time as Hallmaster may request having regard to the Administrator's own requirements; and
 - 10.4.3. telephone for calls reasonably necessary to carry out the work.
- 10.5. The Administrator shall take all reasonable precautions to protect the health and safety of staff working on Hallmaster's behalf while on the Administrator's site.
- 10.6. When attending the Administrator's premises Hallmaster personnel will obey all reasonable orders given by the Administrator where such orders are given in the interest of the health and/or safety of persons and/or property and where such orders are given pursuant to the Administrator's security in all respects. Hallmaster personnel shall comply with the Administrator's own safety/security regulations and all other rules of conduct while in the Administrator's premises.
- 10.7. In the event of any delays in the Administrator's provision of such assistance as agreed by the parties under this Agreement, without prejudice to any other rights or remedies of Hallmaster, Hallmaster:-
- 10.7.1. shall not be liable for any failure or delays in carrying out its obligations under this Agreement resulting from the Administrator's failure or delay to fulfil any of the Administrator Responsibilities; and/or
 - 10.7.2. may adjust any agreed timetable or delivery schedule as reasonably necessary.
- 10.8. The Administrator shall continue to pay the Price to Hallmaster in accordance with this Agreement notwithstanding any failure by Administrator to comply with this Clause 10.
- 10.9. The Administrator shall remain liable to Hallmaster for any acts of omissions of any Administrator Personnel (whether tortious, contractual; or otherwise) as if such acts or omissions had been committed or omitted by the Administrator itself.

11. Price & Payment

- 11.1. The SaaS Price shall be invoiced and paid annually in advance in accordance with this Clause 11 and as detailed on the Site.
- 11.2. All prices are exclusive of VAT which shall be payable (where applicable) by the Administrator in addition to the SaaS Price.
- 11.3. At the time of entering into this Agreement the Price as detailed on the Site is based on the SaaS being provided as per the packaged described on the Site as ticked in the Registration Form.
- 11.4. The SaaS Price will be valid for the Initial Term. Hallmaster may increase its prices on the 1 January each year and this shall be applied to any Renewed Term that commences thereafter. Notice of any annual price changes will be given.
- 11.5. Unless otherwise agreed the prices for additional work will be invoiced at the time that they are incurred and shall be payable within 30 days of the date of the invoice.
- 11.6. Without prejudice to any other right or remedies of Hallmaster, if any bona fide undisputed sum payable to Hallmaster under this Agreement is unpaid:-
 - 11.6.1. after the due date, Hallmaster reserves the right to charge interest on such overdue sums on a day to day basis at 8% per annum above the base rate of HSBC bank or other bank that Hallmaster may bank with from time to time; and
 - 11.6.2. without prejudice to the foregoing if payment remains in arrears for more than 60 days after the due date, Hallmaster reserves the right, without liability to disable the User's password, account and access to all or part of the SaaS and Hallmaster shall be under no obligation to provide any or all of the Services; or the availability of the SaaS while the invoice(s) concerned remain unpaid.

12. Proprietary Rights

- 12.1. The Administrator acknowledges and agrees that Hallmaster owns or licences all Intellectual Property in the SaaS, the Documentation and specifications or documents in relation to the foregoing. Except as expressly stated herein, this Agreement does not grant the Administrator any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the SaaS, the Documentation and specifications or documents in relation to the foregoing.

- 12.2. Hallmaster confirms that it has all the rights in relation to the SaaS that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.
- 12.3. All Intellectual Property created in the performance of this Agreement shall vest in Hallmaster.
- 12.4. The Administrator grants Hallmaster a royalty free non-exclusive licence to copy, store, process and use:-
 - 12.4.1. the User's Intellectual Property and any User Data recorded on Hallmaster solely for purposes connected with performing Hallmaster's obligations under this Agreement; and
 - 12.4.2. the Administrator's Intellectual Property to the extent that it comprises any SaaS for the purposes of the Updating or Enhancing the SaaS.
- 12.5. Nothing in this Clause 12 shall restrict the right of the Administrator to ownership, copying and use of the User Data created by the Administrator and as between Hallmaster and the Administrator of Data uploaded by End Users in any way.

13. Confidentiality

- 13.1. Each party shall:-
 - 13.1.1. use the same care and discretion, but in no event less than reasonable care and discretion, to prevent disclosure, publication or dissemination of the other party's Confidential Information as it employs with similar information of its own; and
 - 13.1.2. not use, reproduce, distribute, disclose or otherwise disseminate the Confidential Information except in connection with the performance of its obligations under this Agreement.
- 13.2. For the avoidance of doubt all information disclosed to either party shall be deemed confidential unless otherwise stated.
- 13.3. The obligation of confidentiality contained herein shall not apply to information that is:-
 - 13.3.1. already in or comes into the public domain other than as a result of a breach of this Clause 13; or
 - 13.3.2. already in or comes into the possession of the receiving party other than as a result of a breach of this Clause 13; or
 - 13.3.3. independently developed by the receiving party without use, directly or indirectly, of the Confidential Information received from the other party hereto; or
 - 13.3.4. required to be disclosed by law or any regulatory authority.
- 13.4. Each of the parties undertakes to the other to take all such steps as shall from time to time be necessary to ensure the compliance with the provisions of Clause 13.1, above by its employees, agents and sub-contractors.
- 13.5. This Clause 13 shall continue in full force and effect notwithstanding any termination of this Agreement for a period of five years following the date of such termination.

14. Data Protection

- 14.1. The terms "process", "personal data", "data processor", "data controller", "data subject" shall have the terms given to them in the Data Protection Legislation.
- 14.2. Each party will comply with the principles and all applicable requirements of the Data Protection Legislation.
- 14.3. Obligations
 - 14.3.1. To the extent that Hallmaster processes any personal data on the Administrator's behalf when performing its obligations under this Agreement the parties acknowledge that for the purposes of the Data Protection Legislation, the Administrator is the data controller and Hallmaster is the data processor.
 - 14.3.2. The Data Processing Appendix sets out the scope, nature and purpose of processing by Hallmaster, the duration of the processing and the types of personal data and categories of data subject.
 - 14.3.3. Without prejudice to the generality of Clause 14.2, the Administrator will:-
 - (i) provide complete, accurate and lawful written instructions to Hallmaster to govern the processing of personal data as initially set out in the Data Processing Appendix;
 - (ii) ensure that the Administrator has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Hallmaster for the duration and purposes of this Agreement;
 - (iii) notify Hallmaster without undue delay on becoming aware of a personal data breach [which has or may have an impact on the processing carried out by Hallmaster or the written instructions for processing including the Data Processing Appendix].
 - 14.3.4. Without prejudice to the generality of Clause 14.2, Hallmaster shall, in relation to any personal data processed in connection with the performance by Hallmaster of its obligations under this Agreement:-
 - (i) process that personal data only on the Administrator's written instructions (including the instructions in the Data Processing Appendix) unless Hallmaster is required by the laws of any member of the European Union or by the laws of the European Union applicable to Hallmaster to process personal data ("**Applicable Laws**"). Where Hallmaster is relying on Applicable Laws as the basis for processing personal data, the Service Provider shall promptly notify the Administrator of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Hallmaster from so notifying the Administrator;
 - (ii) notify the Administrator if Hallmaster believes that any data processing instruction it receives from the Administrator is in breach of the Data Protection Legislation and Hallmaster shall not be obliged to follow such instruction (and shall not be liable for any delays in performing its obligations under this Agreement) until such time as agreement can be reached between Hallmaster and the Administrator as to how to proceed. If such agreement cannot be reached within 30 days of Hallmaster's notification to the Administrator, either party may terminate this Agreement on notice to the other party;
 - (iii) ensure that Hallmaster has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the

unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by Hallmaster);

- (iv) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
 - (v) not transfer any personal data outside of the European Economic Area unless the Administrator's prior written consent has been obtained and the following conditions are fulfilled:
 - a. the Administrator or Hallmaster has provided appropriate safeguards in relation to the transfer;
 - b. the data subject has enforceable rights and effective legal remedies;
 - c. Hallmaster complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - (vi) Hallmaster complies with reasonable instructions notified to it in advance by the Administrator with respect to the processing of the personal data;
 - (vii) assist the Administrator, at the Administrator's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (viii) notify the Administrator without [undue delay] on becoming aware of a personal data breach;
 - (ix) at the Administrator's written direction, delete or return personal data and copies thereof to the Administrator on termination of this Agreement unless required by Applicable Law to store the personal data;
 - (x) maintain complete and accurate records and information to demonstrate its compliance with this Clause 14; and
 - (xi) at the Administrator's cost and on reasonable notice to Hallmaster, allow for audits by the Administrator or the Administrator's designated auditor and Hallmaster shall provide reasonable assistance and any information provided shall be subject to any confidentiality obligations.
- 14.3.5. The Administrator consents to Hallmaster appointing Dotsquares Limited as a third-party processor of personal data under this Agreement. Hallmaster confirms that it has with the third-party processor entered into a written agreement substantially on that third party's standard terms of business. As between the Administrator and Hallmaster, Hallmaster shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Clause 14.
- 14.3.6. Any changes made or additions to the Administrator's requirements in respect of its data processing requirements shall only be agreed by Hallmaster in writing.

15. Warranties

- 15.1. Each party warrants that it has all necessary power and authority to enter into this Agreement.
- 15.2. The Administrator warrants that all information provided is complete and accurate.

16. Indemnity

- 16.1. The Administrator shall defend, indemnify and hold harmless Hallmaster against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with:
 - 16.1.1. any breach of this Agreement;
 - 16.1.2. the User's use of the SaaS and/or Documentation; and/or
 - 16.1.3. any claims from the End User.

17. Liability

- 17.1. Nothing in this Agreement shall restrict either party's liability for any death or bodily injury suffered by the other party resulting from the defaulting party's negligence or that of its employees while acting in the course of their employment, or for fraud.
- 17.2. Subject always to Clause 17.1 and without prejudice to Clause 17.3 Hallmaster's aggregate liability under this Agreement, whether in contract, tort (including negligence) restitution statutory duty or otherwise howsoever arising out of or in connection with the performance or contemplated performance of this Agreement or any collateral contract shall in respect of any other cause of action related to this Agreement shall be limited to the SaaS Price; and
- 17.3. Subject to Clause 17.1 and Clause 17.5 Hallmaster will not be liable to the Administrator for any type of special, indirect or consequential loss including loss of profits or goodwill or loss suffered by the Administrator as a result of an action brought by a third party or howsoever caused (other than fraudulently) whether arising under this Agreement, tort (including negligence), breach of trust or otherwise even if such loss was reasonably foreseeable or Hallmaster had been advised of the possibility of Administrator incurring the same.
- 17.4. Subject always to Clause 17.1 Hallmaster shall not have any liability: -
 - 17.4.1. in respect of any error of whatever nature in any User Data unless Hallmaster shall introduce, develop or create such an error, in which case Clause 17.5 shall apply;
 - 17.4.2. for the incompatibility of the SaaS or the User Data downloaded from or uploaded to the SaaS by the User with any other program installed on a User's computer system at any time;
 - 17.4.3. to any End User or to the Administrator for any losses of the End User; or
 - 17.4.4. for the acts or omissions of any End User.

- 17.5. Subject to Clause 14, in the event of any loss or damage to User Data for which Hallmaster is responsible, the Administrator's sole and exclusive remedy shall be for Hallmaster to use reasonable commercial endeavours to restore the lost or damaged Administrator Data and End User Data from the latest back-up of such Administrator Data and End User Data maintained by Hallmaster in accordance with the archiving procedure described in Hallmaster's archiving procedures in place from time to time. Hallmaster shall not be responsible for any loss, destruction, alteration or disclosure of User Data caused by any third party.
- 17.6. All conditions, warranties, representations or other terms concerning the services provided under this Agreement whether express or implied (whether by statute or otherwise) are hereby expressly excluded to the fullest extent permitted by law.
- 17.7. The SaaS is "sold as seen" and Hallmaster accepts no liability for the SaaS not meeting the requirements of the Administrator or any End User.

18. Force Majeure

- 18.1. Neither party shall be liable for any failure to perform any of its obligations (other than an obligation to make a payment) hereunder if such failure is caused by circumstances beyond the reasonable control of the party so failing and such party shall be entitled to a reasonable extension of time for the performance of such obligations having regard to the circumstances, but will take all reasonable steps to remove the cause of failure. The party so failing shall notify the other party in writing immediately of the reason for the failure (and the likely duration of the event).
- 18.2. Either party may, if such failure continues for more than 1 month, terminate this Agreement forthwith on giving notice in writing to the other.

19. Termination

- 19.1. This Agreement may be terminated:-
- 19.1.1. by Hallmaster forthwith on giving notice in writing to the Administrator if the Administrator shall fail to pay on the due date any sum due under the terms of this Agreement (other than as a consequence of any default on the part of Hallmaster or due to genuine dispute) and such sum remains unpaid for thirty (30) days after written notice from Hallmaster that such sum has not been paid; or
- 19.1.2. by either party forthwith on giving notice in writing to the other if the other commits any material breach of any terms of this Agreement and (in the case of a breach capable of being remedied) shall have failed to remedy the breach within thirty (30) Business Days after receipt of the request in writing from the other to do so; or
- 19.1.3. by either party forthwith on giving notice in writing to the other if the other has a receiver or administrative receiver appointed over it or any part of its assets or passes a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect or becomes subject to an administration order or enters into any voluntary arrangement with its creditors or ceases or threatens to cease to carry on business;
- 19.1.4. either party may terminate at any time by giving the other no less than 14 days notice to terminate such notice to take effect no sooner than the Initial Term or any subsequent Renewed Term.
- 19.1.5. by either party in accordance with Clause 18.2; or
- 19.1.6. as otherwise permitted in the Agreement.

20. Consequences of Termination

- 20.1. Following termination of this Agreement:-
- 20.1.1. the Administrator shall be responsible for downloading the Administrator Data and End User Data from the SaaS within 5 Business Days of such termination;
- 20.1.2. all licences granted shall terminate;
- 20.1.3. the Administrator shall immediately pay to Hallmaster all Hallmaster's outstanding invoices and interest;
- 20.1.4. in respect of Services supplied but for which no invoice has been submitted, Hallmaster may submit an invoice which shall be payable immediately on receipt.
- 20.2. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or to continue in force on or after such termination (including 8, 10, 12, 13, 15, 16.1, 17, 18, 20, 22.1, 22.2, 22.3, 22.4, 22.5, 22.6, and 22.7) but shall of itself terminate the Administrator's licence to access and use the SaaS and the Documentation.

21. Assignment and Subcontracting

- 21.1. The Administrator shall not, without the prior written consent of Hallmaster, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 21.2. Hallmaster may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

22. General

- 22.1. The waiver by either party of any breach or default by the other of any of the provisions of this Agreement shall not be construed as a waiver of any succeeding breach of the same or any other provisions nor shall any delay or omission to exercise any right power or privilege operate as a waiver of any breach or default by the other.
- 22.2. If any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason, the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been executed with the invalid portion eliminated.
- 22.3. All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in this Agreement or such other address as the recipient may designate by notice given in accordance with the provisions of this Clause. Any such notice may be delivered personally or by first class pre-paid

letter or email and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours after posting and if by email when dispatched.

- 22.4. If any dispute arises in connection with this Agreement (except in relation to the protection of either party's intellectual property rights or confidential information in which case each party reserves its right to revert to court action immediately):-
- 22.4.1. representatives of each of the parties will first attempt to settle the dispute within, unless otherwise agreed by the parties 30 days of when the dispute first arose. If this is unsuccessful then;
- 22.4.2. the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR.
- 22.5. No term of this Agreement is expressly intended to confer a benefit on, or be enforceable by, any person who is not a party to this Agreement and a person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 (The "Act"). If the parties rescind this Agreement or vary any of its terms (in accordance with the relevant provisions of the Agreement), such rescission or variation will not require the consent of any third party). Any right or remedy of a third party which exists or is available apart from the Act is not affected.
- 22.6. This Agreement shall be governed by and construed in all respects in accordance with the laws of England.
- 22.7. Subject to Clause 22.4, any dispute that may arise between the parties concerning this Agreement shall be determined by the English Courts and the parties hereby submit to the exclusive jurisdiction of the English Courts for such purposes.

DATA PROCESSING APPENDIX

1. **Processing by Hallmaster**

1.1 Scope

Venues/Administrators/End Users data is processed by the Hallmaster Software for the sole purpose of its intended use which is Managing their Bookings/Invoicing.

This is when a Venue/Administrator Registers either for a Trial or by payment of an Annual Licence with Hallmaster. Or when their End Users Register with the Venue either by the Calendar/Scheduler or through one of the Administrators directly inputting their data into the Venues Hallmaster Account for the managing of their booking/invoices.

1.2 Nature

Hallmaster is cloud based and hosted on a secure server in the UK. Access to the system for Administrators is available either upon registering for the 90 day Trial, then on expiry, payment of an Annual Licence fee – each Administrator/End User has their own access passwords. Updates and routine Maintenance of the system is included within the Trial period and Annual Licence Fee. Support is provided for all Administrators not end Users.

1.3 Purpose of processing

To provide the SaaS Service

1.4 Duration of the processing

Duration of the processing is whilst using the software within the 90 day Trial or current paid Initial Term or subsequent Renewed Term.

2. **Types of personal data**

Non sensitive data. Name, Address, Tel, Email, Event details.

3. **Categories of data subject**

Venue bookers/Administrators/ End Users