

## Select School Travel Data Retention Policy

### Prospective Customer

Definition	Those who have expressed an interest for our products and service but have not booked or confirmed
Communication Route	Travel Advisors, Request A Quote Form, Direct Email, Telephone
Types of Business records	Establishment, Name, Email, Telephone
Where is the data is stored	Website, CRM System
Period retained	8 Years
IP Address	Google Analytics Tracking, Lead Forensic Tag

### Customer

Definition	Those who have or will have travelled with ‘us’ the operator
Communication Route	Travel Advisors, Request A Quote Form, Direct Email, Telephone
Types of Business records	Establishment, Name, Email, Telephone, Address, Medical Records, Measurements, Sex
Where is the data is stored	Website, CRM System, Reservation System, Accounting Software
Period retained	8 Years
IP Address	Google Analytics Tracking, Lead Forensic Tag

### Lapsed Customer

Definition	Is when a customer is deemed not active and period of time has lapsed since their last trip/departure
Communication Route	Travel Advisors, Request A Quote Form, Direct Email, Telephone
Types of Business records	Establishment, Name, Email, Telephone, Address, Medical Records, Measurements, Sex, Allergies, Dietary Requirement
Where is the data is stored	Website, CRM System, Reservation system, Accounting Software
Period retained	8 Years
IP Address	Google Analytics Tracking, Lead Forensic Tag



## Detailed overview of data recorded

Once you have confirmed your booking with us by means of signing our booking form we will collect and process the following personal information in order to fulfil our contractual obligations to you regarding your tour/visit:

- Your name / Your address / Your email address and telephone number / Full passenger list of all travelling on the tour/visit, including Names as per passport
- Passport number and date of expiry/Date of birth
- Gender
- Nationality
- Medical information
- Details of allergies and conditions requiring specific assistance or consideration where necessary to fulfil tour/visit
- Specific dietary requirements of passengers
- Denotes special category data
- To fulfil our contractual obligations in providing your tailored tour/visit we may use this data - to issue an invoice,
  - an ATOL Certificate and insurance for your group
  - to book flights/ferry or Eurotunnel crossings
  - to book visits/attractions specific to your tour.
  - certain visits/attractions require the full passport information of your group for reasons of - security - to ensure hotels, coach companies, airlines are aware of the medical needs of passengers on the tour so they can provide any specific assistance required
  - to send details of dietary restrictions and requirements to hotels, restaurants, airlines, etc. to ensure appropriate and suitable meals are provided for your group
  - to contact you upon your return to seek feedback following your tour - to ask if you would like to utilise some photographs of your group.

## Legal basis for holding and processing your personal data

Select School Travel will rely on the following legal bases for holding and processing your personal data

### a. Necessary for the fulfilment a contract, i.e. booking a tour or visit

We have a legitimate interest to store and process your data in order to ensure the smooth organization of your tour. We are unable to make the necessary arrangements for any tour without processing the data outlined in this policy.

### b. Necessary for compliance with a legal obligation

We will hold information on you when we are required to do so to comply with Select School Travel Limited legal obligations. For example we hold details of passengers on tours and visits we organize against potential future legal actions resulting from these

### c. Legitimate Interest.

We will hold and process your information for purposes relating to our legitimate interests. This includes the marketing of our services to you.

### d. Consent

We will store and process your personal data when we have your explicit consent to do so. This includes your signing up to Select School Travel Limited mailing lists online or at an exhibition, etc



## PRIVACY POLICY

### Who we are

Select School Travel Limited is a tour operator specialising in bespoke school and group tours in the UK/abroad. We collect the personal data of the following types of people to allow us to undertake our business.

- Teachers organising school tours
- Details of passengers on booked tours required to coordinate bookings
- Employees at companies tendering and providing the services we require to fulfil the requirements of our tours/visits, e.g. coach companies.
- Employees, contactors and temporary workers at Select School Travel Limited
- Employees at companies who provide services directly to Select School Travel Limited

### Your Information

This refers to information that you supply us or is supplied to us, including any information about other persons on your booking ("your information"). Your information is collected when you request information from us, contact us (and vice versa). You are responsible for ensuring that other members of your party are aware of the content of our Privacy Policy and consent to your acting on their behalf in all your dealings with us. We will update your information whenever we can to keep it current, accurate and complete.

### Security

We have taken all reasonable steps and have in place appropriate security measures to protect you and your information. Please refer to our dedicated policy for further details.

### Our Use of Your Information

The personal information that you provide us about you and your party will vary in accordance with your booking requirements but will include:

- Name
- Address (organisers only)
- Telephone number
- Establishment/school
- Email address (organisers only)
- Passport or identity card number
- IP address

(1) For the purpose of providing you with our services, including your flight, holiday or insurance, etc., we may disclose and process your information outside the UK/EEA. In order for you to travel abroad, it may be mandatory (as required by government authorities at the point(s) of departure and/or destination) to disclose and process your information for immigration, border control, security and anti-terrorism purposes, or any other purposes which they determine appropriate. These requirements may differ depending on your destination and you are advised to check. Even if not mandatory, we may exercise our discretion to assist where appropriate. Depending on the details of you

(2) a) Overview of data processing

We may collect and process your information for the purposes set out in our registration with the Office of the Information Commissioner, and disclose the same to the Select School Travel Limited for business purposes and also to companies who act as "**data processors**" on our behalf, or to our service providers operating systems or business functions on our behalf (some of whom are located outside the **UK/EEA/Worldwide**), this includes the following categories but is not limited to hotels, excursion providers, insurers, airlines, transport companies, ski hirers, ski schools and their agents.



These business purposes include administration, providing services (and contacting you where necessary), customer care, service quality, business management and operation, re-organisation/structuring/sale of our business (or group companies), risk assessment, security, fraud and crime prevention/detection, monitoring, research and analysis, marketing, customer purchasing preferences and trends, dispute resolution, credit checking and debt collection.

b) When and how we obtain your Personal Data

We will collect information from you

- when you request Select School Travel Limited quote your school/association for a tour or visit
- in order to fulfil the contractual obligation of your confirmed (by means of a signed contract) booking
- when we tender to provide a service on your behalf via to Select School Travel Limited, this includes:
  - Hotel Accommodation
  - Coach Bookings
  - Ferry Bookings
  - Event/Attraction Bookings
  - Other
- when you sign up for our mailing list either through one of our websites or at a convention or exhibition
- when you fill in an enquiry form on any of Select School Travel Limited's website
- when you download any Select School Travel Limited resource file
- when you apply to work at Select School Travel Limited, or as part of your contract of employment at Select School Travel Limited

When we collect information about you from a third party.

- when required to do so to fulfil our contractual obligations relating to a booked tour or visit, i.e. when you are on the passenger/guest list of a confirmed tour or placement
- when you are providing a service as part of a tour or visit booked through Select School Travel Limited, e.g. as a Coach driver

(3) Personal information (such as health) may be considered "sensitive personal data" under UK data protection legislation. We collect and process it to cater to your needs or act in your interest, and we are only prepared to accept sensitive personal data on the condition that we have your positive consent. At the time of quoting/booking with us you also agree for your insurers, our agents and medical staff to disclose relevant information and sensitive personal data to us in circumstances where we need to act on your behalf or in the interest of passengers or in an emergency.

If you do not agree to our use of your information above, we cannot do business with you or accept your booking as this is a necessity of fulfilment.

If we are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme. For package tours that are not by air, your financial protection is administered by ABTA (see section 3).

## Data Retention

We will only retain your personal information and that of the members of your party for as long as required to perform the purposes described. Please refer to our dedicated data retention policy for further details.



## Direct Marketing Material (Print or Digital)

- (1) We may contact you with information on offers of goods and services, brochures, new products, forthcoming events or competitions from our group of companies. Our websites will assume you to agree to e-communications and direct mail based on database records.
- (2) If do not wish to receive such information or would like to change your preference, please refer to point (2) of "Your Rights" below. We never pass your details on to 3rd parties for marketing purposes.
- (3) From our due diligence we believe that we have a legitimate interest to send you e-communications that are relevant to your subject or destination area. Historical entries/data are captured within this interest.
- (4) When we are updating our mailing lists we deploy a double-opt-in strategy with a verbal consent followed by a confirmation email via our CRM system. You reserve the right to opt out at any time.

## Use of Tools

If you receive our email marketing, we will tailor the information we send you unless you tell us not to. This will enable us to send you more personalised and relevant communications. You will be given the opportunity on every communication to opt-out.

Our website(s) are secure HTTPS which is indicated in the top left of your browser.

By using our website(s), you consent to us using the indicated tools below. Our website(s) may contain links to other sites not controlled by us. It is your responsibility to check the status of these sites upon navigation.

- Internet Advertising Bureau - [www.asa.org.uk](http://www.asa.org.uk)
- Google Analytics - [www.google.com/analytics](http://www.google.com/analytics)
- Lead Forensics - [www.leadforensics.com](http://www.leadforensics.com)

## Use of "cookies"

Our site does not use cookies directly to store information. We do use Analytics tools provided by Google Analytics which do use cookies to store site statistics. This helps us to monitor and make improvements to our site(s).

## Your Rights

Under data protection legislation you have the right to request access to information that we hold about you. To make a request for your personal information contact [thedataprotectionofficer@selectschooltravel.com](mailto:thedataprotectionofficer@selectschooltravel.com)

You also have the right to:

- Object to processing of personal data that is likely to cause, or is causing, damage or distress
- prevent processing for the purpose of direct marketing
- object to decisions being taken by automated means
- in certain circumstances, have inaccurate personal data rectified, blocked, erased or destroyed; and
- a right to seek redress, either through the ICO, or through the courts

If you have a concern or complaint about the way we are collecting or using your personal data, you should raise your concern with our Data Protection Officer in the first instance or directly to the Information Commissioner's Office at <https://ico.org.uk/concerns/>

## Foreign Controls

Outside the European Economic Area (EEA), note that controls on data protection in such countries may not be as strong as the legal requirements in this country but we endeavour to apply our practices on third party suppliers.

If you have any questions about our Privacy Policy, the practices of this site, or your dealings with our website(s), please contact us:

By email: [thedataprotection@selectschooltravel.com](mailto:thedataprotection@selectschooltravel.com)

In writing: Select School Travel Limited, 30 Church Road, Burgess Hill, West Sussex, RH15 9AE



## Setting the Scene with GDPR

Dear Teachers, Party Leaders & Customers

General Data Protection Regulation (Regulation (EU) 2016/679), known as the GDPR, is a new regulation which, from May 25th 2018, replaces the Data Protection Regulation (Directive 95/46/EC).

This regulation which applies to all EU member states and their citizens, enhances privacy rights for individuals and provides a strict framework within which commercial organisations can legally operate.

The UK government has indicated its intention for the GDPR to remain part of UK law after the country leaves the EU in March 2019 and has accordingly introduced a Data Protection Bill to replace the current Data Protection Act.

### Your rights under the GDPR are as follows:

Our policy sets out how Select School Travel Limited (“Select”, “we”, “us”, “our”), as “Data Controller” in respect of the personal data detailed below, obtain and use your personal data as well as your rights regarding our possession and processing of such data under GDPR-POL-001.

### Defining Who We Are:

Select School Travel Limited is a tour operator specialising in bespoke school and group tours in the UK and abroad. It is important to note that GDPR has further reach/credence outside of the EU with its core guidelines linking with the USA, under ‘Privacy Shield’.

Finally, we would stress that it is advisable that teachers/party-leaders seek in their launch letters explicit consent for data sharing with a ‘Data Controller’ that your operator has permission to transmit in the EU and beyond utilising an encrypted process.

Should you have any queries please email: [thedataprotectionofficer@selectschooltravel.com](mailto:thedataprotectionofficer@selectschooltravel.com)

Regards,



**Martyn Bowden**

Managing Director, Select School Travel Limited



Your contract is with Select School Travel Limited (Registered No.09388257 England), a member of ABTA. These booking terms and conditions are applicable to both our school tours and school ski tour programmes. Please refer to sections 23-29 for additional specific ski tour conditions.

## BOOKING TERMS AND CONDITIONS

Your contract is with Select School Travel Limited (Registered No.09388257 England), a member of ABTA. These booking terms and conditions are applicable to both our school tours and school ski tour programmes. Please refer to sections 23-29 for additional specific ski tour conditions.

### 1. Your Tour Contract

These booking conditions form an important part of your contract with us. Please read them carefully. When you, the Party Leader, make a booking you guarantee that you have the authority to accept, and do accept, on behalf of your party the terms of these booking conditions. A contract will exist as soon as we issue our confirmation letter to you. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.

We understand and operate in accordance with our obligations under The Package Travel and Linked Travel Arrangements Regulations 2018, which as well as spelling out our financial protection requirements, ensures our clients can expect the package that they have booked and paid for.

### 2. Your Financial Protection

We provide full financial protection for our package tours, by way of our Air Travel Organiser's Licence number 11022. When you buy an ATOL protected flight inclusive tour from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you, and who to contact if things go wrong.

We will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we aren't able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme.

If we are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme. For package tours that are not by air, your financial protection is administered by ABTA (see section 3).

### 3. ABTA

We are a Member of ABTA, membership number Y6267. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of this contract. The scheme is arranged by ABTA and administered independently. It is a simple and inexpensive method of arbitration on documents alone with restricted liability on you for costs. The upper limit on claims is £5,000 per person and £25,000 per booking form. The scheme doesn't apply to claims which are solely in respect of physical injury or illness or their consequences. It can however deal with claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within eighteen months of the date of return from your tour. For injury and illness claims, you can request the ABTA Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).



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Registered in England No  
09388257. VAT No. 208830611



ABTA No. Y6267



100% Financially Protected School Trips

#### 4. Your Tour Price

- a) We reserve the right to alter the prices of any of the tours shown in our brochure and on our websites. You will be advised of the current price of the tour that you wish to book before your contract is confirmed.
- b) Changes in transportation costs, including the cost of fuel, duties, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your travel arrangements may change after you have booked. However there will be no change within 30 days of your departure. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1 per person. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will have the option of accepting a change to another tour if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel you must do so within 14 days from the date on your final invoice. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should the price of your tour go down due to the changes mentioned above, by more than 2% of your tour cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.
- c) If the number of adults in your party accounts for 20% or more of your party, we reserve the right to re-cost the price of your tour accordingly.
- d) Select School Travel, Tours and Chateau du Baffly reserve the right to override a quote option expiry date at any given time. The school or party in question, will be notified before confirmation that the option is no longer available.

#### 5. Booking Confirmation and Payment

We will issue your booking confirmation letter after we have received your completed and signed booking form, along with your initial deposit payment. For details please see the payment schedule detailed below:

##### REVISED SCHEDULE

Payment Schedule	Educational Tours by Coach	Educational Tours by Air*	Long Haul Tours and Ski by Air	Ski Trips Coach / Air	Due date
1st deposit	£50	£100	£150	£80	Booking Confirmation
2nd deposit	£80**	£100**	£150**	£120**	Eight weeks after 1st deposit
Final Balance					No later than 12 weeks prior to departure

\*Please note that for certain airlines the initial deposit payment required by us will be higher. If this is the case, we will advise you in your quotation letter.

\*\* Second deposits are due by the end of July if your tour is scheduled to depart before the end of the following February.

If confirmation of your tour falls within 20 weeks of departure, full deposits are required.

If your booking is made within the usual final balance due date of 12 weeks prior to departure, then full payment will be due on acceptance of your booking.

For payments made by cheque, please allow 5 working days for clearance from the time we receive it. Our preferred method of payment is by bank transfer.

#### Late Payment

We appreciate that circumstances sometimes mean that payments cannot reach us in time, and we will do our best to be flexible if you discuss with us in advance the details of any issues preventing timely payment of deposits/balance.

If, however, the final balance payment is more than 6 weeks late then we reserve the right to charge a late payment fee of £50 per paying passenger, and if the payment is more than 8 weeks we reserve the right to treat your booking as cancelled by you, in which case the cancellation charges set out in Clause 7 will become payable (see 7. If You Cancel Your Booking/Passenger Cancellations).





## 6. If You Change Your Booking

If You Change Your Booking If you would like to make any changes to your confirmed booking, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes must be received in writing from the person who made the booking as soon as possible. You will be asked to pay an administration charge of £25, and any further cost we incur in making this alteration. You should be aware that these costs are very likely to increase the closer to the departure date that changes are made and you should contact us as soon as possible. Note: Certain travel arrangements may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

## 7. If You Cancel Your Booking/Passenger Cancellations

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking must be received by our office. In order to avoid the need for passenger cancellations, if possible, substitutions may be made at any time up to and including the day of departure. This is provided the change does not affect the travel requirements or rooming. Written confirmation of cancellations should be confirmed to us in writing within 48 hours. For coach tours, payment made for a cancelled passenger may usually be applied to a replacement passenger at no extra charge. Payment made by a cancelled passenger for an Air Tour may sometimes be transferred to a replacement passenger depending on length of notice. You will be asked to pay an administration charge of £25 in addition to any further costs incurred in making the alteration. If a cancellation brings the number of paying passengers below the minimum number required for a given price or set of concessions for accompanying adults, a supplementary cost may be required, and concessions will be adjusted accordingly.

Once written notice of cancellation is received, the following scale of charges will apply for each cancelled place:

More than 12 weeks prior to departure	Loss of first and second deposits
Between 6 and 12 weeks prior to departure	Loss of 70% of invoiced price
Between 2 and 6 weeks prior to departure	Loss of 85% of invoiced price
Within 2 weeks of departure	Loss of 100% of invoiced price

You may be able to reclaim these charges from your insurer if the reason for your cancellation is covered under the terms of your insurance policy.

## 8. Changes or Cancellation Made By Us

- Select School Travel, Tours and Chateau du Baffly reserve the right to override a quote option expiry date at any given time. The school or party in question, will be notified before confirmation that the option is no longer available.
- Changes: As we plan your tour arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time. If we make a major change to your tour, we will inform you as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your tour and receiving a full refund of all monies paid. In some cases we will also pay compensation (see below). These options don't apply for minor changes (see b).
- Minor changes: Minor changes to your tour may sometimes be necessary. Regional airports may be requested but are not guaranteed. Air tours are based on London airports (Heathrow, Gatwick, Luton and Stansted). Carriers, such as the airlines used in the brochure and online material, may be subject to change. Other examples of minor changes include changes of aircraft type, alteration of your outbound and inbound flights by less than 12 hours, and change of accommodation to another of the same standard.
- Cancellation: We will not cancel your travel arrangements less than 12 weeks before your departure date, except for reasons of force majeure or failure by you to pay the final balance. We may cancel your tour before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached. If your tour is cancelled you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). In some cases we will pay compensation (see below).



- e) Insurance: If we cancel or make a major change and you accept a refund, we will consider an appropriate refund of your travel insurance premiums if you can show that you are unable to transfer or reuse your policy.
- f) Compensation: If we cancel or make a major change we will pay compensation as detailed below except where the major change or cancellation arises due to reasons of force majeure (see f). The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

If We Cancel or Make a Major Change to Your Tour:

Period before departure in which we notify you/Amount you will receive from us per paying person:

More than 70 days - Nil

35 - 70 days - £8

15 - 34 days - £12

14 days or less - £15

- f) Force Majeure: We will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport.

## 9. If You Have a Complaint

- a) We will endeavour to do our very best to insure a successful tour for your group. If you have a complaint, please inform us and the supplier of the service in question immediately so that the problem can be quickly resolved in the location that it arises. If you fail to follow this procedure we may not have the opportunity to investigate and rectify your complaint whilst you were at the tour location, and consequently this may affect your rights under this contract.
- b) Notice in writing of any claim or dispute must be received by us within 28 days of the date on which the tour ended.
- c) It is strongly recommended that you communicate any complaint to the supplier of the services as well as to ourselves without delay. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract. Please also see clause 3 above on ABTA.

## 10. Our Liability to You

If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee. Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of twice the amount paid by the individual or individuals affected in total, and is only applicable where the tour has gone wrong and therefore your party has not received any benefit from your tour arrangement. Our liability will also be limited in accordance with and/or in an identical manner to:

- (a) The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and
- (b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.



You can ask for copies of the transport contractual terms, or the international conventions, from our office. Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details will be publicised at EU airports and available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your tour cost from us. Your right to a refund and/or compensation from us is set out in clause 8. If any payments to you are due from us, any payment made to you by the airline will be deducted.

NB this clause does not apply to any separate contracts that you may enter into for excursions or activities whilst on tour.

### **11. Prompt Assistance in Resort**

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

### **12. Passport, Visa and Immigration Requirements**

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

Passports, immigration and visa requirements are the party leader's responsibility and you must ensure these are confirmed with the relevant embassies and/or consulates including requirements for any member of the party who is not a British citizen or does not hold a British passport. If failure to have any necessary travel or other documents results in financial penalties being imposed on us, you will be responsible for reimbursing us. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

### **13. Brochure / Website Information**

- a) All arrangements in our brochure and on our websites are offered on the basis that quoted minimum numbers are met. If we agree to accept a party which does not meet standard minimum numbers for travel by air or coach, offers in the brochure and quotation may be varied. This may in particular affect hotel occupancy, room allocations, excursion costs, and ski instruction ratios.
- b) We cannot accept responsibility for the effects of weather conditions on roads, access, pistes, ice rinks and similar, or for the maintenance to ski lifts and similar, traffic, holidays, festivals etc. The operation of ski lifts and ice rinks and similar is often restricted in low season periods and no refunds in this respect can be made.
- c) Although it is difficult to predict when building work or development may take place in a resort, we will endeavour to advise you as soon as possible if any building work takes place which may have a detrimental effect on your trip.

### **14. Names, Passenger Details and Advanced Passenger Information**

- a) We require a full list of passenger names as per passport at the point of booking for all tours.
- b) All other information is required at least 16 weeks prior to departure. For flights the advanced passenger information required includes: full first name, surname, title (as it appears in the passport), gender, date of birth, nationality, passport number, passport expiry date, and country of issue. Middle names are also required for all long haul flights.

### **15. Safety & Security**

The providers of every service included in the brochure (hotels, coach companies, insurers, ferry and rail operators, aircraft and airport operators, ski schools, ski suppliers, lift companies) are licensed by the competent authorities of the country or province concerned. In respect of hotels, this covers fire regulations, hygiene and safety. Please note that we are unable to impose UK standards on providers.

### **16. Accommodation**

- a) Damage Deposit  
Please be aware that hotels/centres/accommodations require a damage deposit payable in resort on arrival. This will be refunded if no damage is incurred.



b) Student rooms:

Prices are based on full occupancy of multi-bedded rooms for students. We reserve the right to charge a supplement for under occupancy if the number of students or the gender results in students being accommodated in single or twin rooms. The number of students per room may sometimes be larger than the brochure description. Certain hotels provide apartment style accommodation with separate rooms sharing private facilities. Bed styles may include: bunk beds, couch beds, pull-down beds, and Austrian twins which comprise two separate mattresses, duvets and bed linen on a king-sized bed frame. All hotels reserve the right to remove television sets and telephones from children's rooms. Where available we will be able to provide rooming lists but this cannot be guaranteed. Boys and girls may not be accommodated on separate floors of the hotel. Please note that it is standard practice for students to share double beds when staying in most USA / Canada accommodations in order to provide a cost effective tour. Should your school or Local Authority policy not permit bed share, please advise us at time of booking quotation so that we can quote accordingly.

c) Adult rooms:

Single rooms are not normally available. If a single room is required and available an additional charge will be applicable both for free places and paying adults. Twin or double rooms are available for accompanying staff but are subject to restriction and special confirmation for adults exceeding the free place ratio. Prices and free place ratios are calculated on male and female staff sharing rooms. We cannot guarantee that couples or families will be accommodated together. Where availability does allow this, any subsequent increase in the number of rooms required will be invoiced.

d) Towels are not always provided and you will usually need to provide soap.

e) Often hotels make a charge for the use of advertised facilities e.g. sauna, solarium, swimming pool, hot whirlpool, bowling etc.

f) Rooms must be vacated after breakfast on your last day, however, hotels may be able to retain some rooms until departure. If this is not possible, we will arrange for showering and changing facilities at our discretion.

## 17. Coaches

a) We will advise you of approximate departure and channel crossing times and then confirm these once we have received the information from the relevant channel operator. This will be when the final travel instructions are sent, approximately 7 days before departure. Whilst we attempt to meet each party's preferences for times, on peak dates there is heightened pressure on limited services and we may not always be able to meet requests.

b) In the event of a coach breakdown, we will endeavour to provide alternative transport at our expense to and from the resort and, as necessary to the slopes for skiing. We cannot accept responsibility for delayed arrival, or missed skiing, but we will reimburse reasonable expenses which would not otherwise have occurred. We will do our best to look after our clients in the event of a breakdown, although please be aware that it may be difficult to source replacement vehicles at short notice. In particular, winter travel to ski resorts involves increased possibility of challenging weather, breakdowns and delays.

c) You have restricted use of your coach during your ski trip for travelling to the slopes or for entertainment purposes during the day or evening (within one hour's drive of your accommodation), subject to EU drivers' regulations.

d) In circumstances where a local bus is provided free of charge by us on the last day of skiing in order to return a party from the slopes to their hotel, the time and pick-up point of that transfer is entirely at the discretion of the company. If you would prefer other arrangements to those the company can provide free, these may be reserved locally at a supplement of 150 Euros per coach per transfer.

e) When a minimum of 40 persons has been reached, groups usually enjoy exclusive use of a coach. However, please note that any unoccupied seats remain at the disposal of the company to use for clients or staff. Although this is unusual it may at times be necessary.

f) Luggage space on all coaches is limited. Each passenger may place one medium-sized case or hold-all weighing not more than 15 kilos in the hold and take one small piece to be placed under the seat or on the overhead rack. We recommend using flat pack luggage rather than hard shell suitcases. For additional luggage requirements, please contact the coach company directly for their advice. We cannot accept responsibility for transporting luggage which cannot be accommodated in the coach hold.



- g) The departure time from the resort on the last day after skiing is calculated to comply with EU drivers' hours and rest regulations which is a legal requirement. It may not be changed to an earlier time without the specific agreement from the company.

## 18. Flights

- a) When confirming your tour we are unable to book flights until your deposits have been received. Flight prices may change from the time of your initial quotation and your confirmation, therefore we will re-confirm your tour price at the point of confirmation. For flights that are not on sale at the point of confirmation we will give you an estimated cost. When the flights are available we will reconfirm your price.
- b) Due to the nature of making group travel arrangements so far in advance, we may not be able to confirm departure and destination airports. Transfer connections via an intermediate airport may be used. Please note that large groups may need to be split over two flights. You will be advised of the name of your carrier once your flights have been booked.
- c) Flight times, carriers and aircraft types as detailed on your confirmation invoice are meant as a guide and are subject to change and confirmation by the carrier. We will advise you of your actual carrier as soon as we are aware. Your tickets will be dispatched approximately 2 weeks before departure and you should check your tickets carefully to ensure you have the correct flight times. If there is a change to your flight times after your tickets have arrived, we will contact you as soon as possible.
- d) In accordance with EU Directive (EC) 2111/2005 Article 9 we are required to bring to your attention the existence of a Community List which contains details of air carriers that are subject to an operating ban within the EU. This list is available at: [http://ec.europa.eu/transport/modes/air/safety/air-ban/furtherinfo\\_en.htm](http://ec.europa.eu/transport/modes/air/safety/air-ban/furtherinfo_en.htm)
- e) For shorter air tours of 2-3 days duration, it is standard practice for passengers to take a cabin bag and we do not usually include checked in luggage unless specified. Your cabin baggage will be limited in size and weight, dependent on the airline you are travelling with.
- f) Where checked in baggage is included, although subject to change, at the time of going to press some low cost airlines limit the allowance to 1 bag weighing up to 15 kilos per passenger for checked in luggage. Your hand luggage may also be limited in size and weight and will be dependent on the airline. Most airlines allow 20 kilos per passenger (approximately 44lbs) for checked in luggage and one small bag as hand luggage. Details of inclusion or exclusion on hold luggage will be clearly advised in your quotation letter/booking confirmation and final itinerary – additional costs or unforeseen baggage requirements determined on the day of departure, rest with the party leader/school in question.
- g) For tours by air we require the name of all members of your group at time of booking confirmation. The Party Leaders must ensure that all names given are in full and exactly as shown on the individual's passport. We cannot accept responsibility for incorrect or abbreviated names given and any subsequent amendments will be dealt with as a name change. Once the airline has received and processed the names, any amendments or name changes will carry a minimum charge of £100 plus any applicable insurance premium. Any name changes made within 2 weeks of departure will be treated as a cancellation and will be subject to cancellation charges detailed in section 7.
- h) In cases of flight cancellations, delays and denied boarding, under some circumstances you have the right to refunds and/or compensation from the airline. Full details of these be available from airlines. Reimbursement in such cases is the responsibility of the airline and does not entitle you to a refund of your tour price from us. If the airline does not comply with these rules you should complain to the Civil Aviation Authority <http://www.caa.co.uk/>

## 19. Responsibilities of Party Leader

- a) The party leader is responsible for ensuring all party members are in possession of all the necessary travel and health documents prior to departure such as the completion of passports and any other personal arrangements which may be necessary, for example, visas, medical requirements and currency. The costs associated with acquiring documentation are payable by you.



- b) The party leader is responsible for the good conduct of all party members during the tour, and must take reasonable steps to prevent damage and disturbance. In the instance of damage or loss caused by the party, full payment must be paid at the time, directly to the accommodation manager, owner or other supplier. Failure to do so will mean you are responsible for meeting any claims subsequently made against us, along with your own and the other party's full legal costs. If according to our reasonable opinion, or the reasonable opinion of any person in authority, any party member behaves in such a way as to cause damage, offence or distress to others, we reserve the right to terminate that person's tour. We will not be liable to complete their tour arrangements and will not be liable for any refund, compensation, or any other costs you have to pay.
- c) You must further ensure that your party observes and obeys all local laws and regulations which apply. No participant under 18 years of age may consume alcohol (21 in USA). Subject to local laws and regulations you must ensure that no member of your party who is under age consumes alcohol. No party member may consume alcohol to excess. You must ensure that no member of your party smokes in bedrooms or apartments, or any other area where smoking is not permitted. Please note we cannot accept liability for the behaviour of others in your accommodation.
- d) The Party Leader is responsible for ensuring that the party reaches the starting point of the tour at the correct time.

## 20. Health Requirements

- a) We recommend that each person is in possession of the European Health Insurance Card. As part of EU reciprocal arrangements the holder may then have access to state-provided emergency treatment and necessary healthcare whilst on a temporary visit.
- b) As health risks vary, we recommend you contact your medical practitioner for advice on both individual health needs and for up to date advice on any reported epidemics.
- c) Before confirming your booking it is necessary to inform us in writing of any medical conditions, disabilities or other special needs which may have an effect on your tour, so that we may assess the suitability of the tour and whether we can accommodate all needs. If the party leader fails to inform us and we are unable to accommodate the needs of any individual, we reserve the right to decline or cancel their reservation and are not liable for any resulting losses.

## 21. Insurance

Valid and adequate travel insurance is compulsory for all our tours. Accepting your booking is on the condition that this is obtained prior to the date of departure. If you would like to take our travel insurance cover, the terms and conditions will be sent on booking, or they may be viewed online or requested beforehand. If you decide to make your own insurance arrangements, you need to ensure that there are no exclusions or limited cover for the type of activities included in your tour.

## 22. Data Protection

In order to ensure that your travel arrangements run smoothly, we need to use the information you provide including: names, addresses, special needs, dietary requirements, information for ski hirers and ski schools etc. The information will be passed on to the relevant suppliers such as, hotels, excursion providers, insurers, airlines, transport companies, ski hirers and ski schools. It may also be provided to public authorities, such as customs and immigration, or as required by law. In making this booking you acknowledge that information will be passed on to relevant persons/parties. All personal information is processed in accordance with our data protection policy and is in accordance with the UK Privacy Regulation.

When you make a booking, you are giving explicit consent that some of the personal data that you provide such as Medical and Dietary Information, will need to be passed to, processed and stored by relevant third parties; airlines, coaches, ferries, Eurotunnel, hotels, visits and attractions, insurance companies, and ground handling agents, so that they can provide you with the arrangements you require.

Some of these third parties may be based outside of the European Economic Area (EEA). (The EEA comprising of 28 countries, and also including Norway, Iceland and Liechtenstein) There are some countries that are assessed as adequate in the area of data protection and they include Andorra, Argentina, Canada (commercial organisations), Faroe Islands, Guernsey, Israel, Isle of Man, Jersey, New Zealand, Switzerland, Uruguay and the US (limited to the Privacy Shield framework)





Organisations that are based outside of the EEA may not be subject to the same level of controls in regard to data protection as exist within the UK and the EEA. In order for you to travel overseas, we may be required to disclose some of your personal data to Government bodies or other authorities in the UK and in other countries, such as those responsible for immigration, border control, security and anti-terrorism. Even if it is not mandatory for us to provide information to such authorities, we may exercise our discretion to assist them where appropriate.

Upon signing your Booking Form, you will also be providing consent for your itinerary to be sent in draft form in an unencrypted email which stipulates your name, school, email address and provided telephone number in advance of the travel pack being sent by recorded delivery.

Please be aware contact details you have provided for the group leader, school emergency contact and any other adults associated in conjunction with the trip will be shared, where appropriate, with suppliers via email and will appear on the final itinerary sent to the group leader/administrative contact.

For our comprehensive policy range relating to General Data Protection Regulation, you can download our further documents at [selectschooltravel.com/about/gdpr-information](https://selectschooltravel.com/about/gdpr-information) including Setting the Scene, Privacy Policy, IT Security Policy, Data Retention Policy, and our FAQ – Amending Customer Contracts.

### 23. Complaints

If you have a concern or complaint about the way we are collecting or using your personal data, you should raise your concern with our Data Protection Officer on +44 (0)1444 870100 or contact us by emailing: [thedataprotectionofficer@selectschooltravel.com](mailto:thedataprotectionofficer@selectschooltravel.com) or directly to the Information Commissioner's Office at <https://ico.org.uk/concerns/>.

### 24. Ski Tour Small Parties

Parties with less than 36 paying passengers are considered as a small party and are subject to the following:

- As single rooms are not normally available, accompanying adults are, when possible, accommodated in twin rooms so must be prepared to share a room with an adult of the same sex from their own party. It may also be necessary to share a triple room, if the gender of the accompanying adults dictates this. In some instances it may be necessary to share with an adult of the same sex from another small party accommodated in the same hotel. If a single room is required and available, it will be charged, if available, at a supplement. This is over and above the standard adult supplement. Please note that this charge applies equally to persons travelling on free places.
- Flexibility may be required of small parties and there may be limitations to services as a result. This includes the possibility of sharing a coach and therefore the agreement between parties regarding the use of the coach for transfers to the slopes for ski tours and for evening entertainment. Also in these situations flexibility in the departure time from school may be required.
- Small parties may be combined with other parties to facilitate ski lessons and must accept any limitations or restrictions which may occur as a result.

### 25. Ski Lessons

- To comply with UK Health and Safety recommendations, it is a condition of accepting a booking that the party leader agrees that students will ski or snowboard only on marked and patrolled slopes and be supervised at all times while skiing, either by the contracted ski school instructors, or the party's teachers providing they are competent skiers and suitably qualified to lead or teach children.
- Groups are offered 4 hour lessons per day as standard. It is possible to increase to 5 hour lessons per day at a supplement.
- Groups booking 2 hour lessons per day must expect to have lessons split equally in the morning and the afternoon. i.e. half your group with morning lessons, half with afternoon lessons.
- Snowboarding groups are accepted subject to the conditions indicated in clause 28. Please carefully consider whether you need to book extra instructors to cope with the numbers and composition of your group.



- e) Ski lessons are provided at group prices based on a ratio of 1 instructor to 12 pupils of the same abilities. Persons travelling on free or concessionary places or extra paying adults do not count in the ratio of 1:12 instructors to pupils. Groups may on occasion slightly exceed the 1:12 ratio or drop below this slightly, but this is at the company's discretion and we reserve the right to invoice you for any additional instructors required. Should you wish to increase the ratio of instructors to students, extra instructors may be available at an extra charge.
- f) In Italy and France a 2 hour lesson is 1 hour 50 minutes in order to allow instructors time to move from one group to another. Lessons are usually arranged on 4 x 2 hour rotations between 09:00 and 17:00hrs.
- g) It is also a requirement of certain resorts that a release of liability form is completed by each student and signed by the parent or legal guardian in order for them to participate in the ski school. Please enquire with our office team for details.
- h) The supervision of students remains the responsibility of a party leader at all times. The Party Leader should ensure that a group supervisory adult that is qualified to lead or teach on snow is present at all times where alternative formal supervisory arrangements (e.g. under the care of a Ski Instructor during ski lessons) are not in place, such as 'free ski' times. We also recommend that a supervisory adult (of suitable ski ability to stay with the group) accompanies each ski group whilst on the slopes. It is therefore also the responsibility of a Party Leader to undertake a Roll Call regularly to check that all students can be accounted for at all times.

## 26. Ski Equipment

- a) The party leader must ensure the party attends the ski shop for ski fitting in resort.
- b) Helmets are included for all our school groups.
- c) Please note that if any members of your party require boot sizes 15 or 16 for normal shoe sizes 14 or 15, we must be notified in writing no later than 3 months before your departure date as hire in the UK may be necessary, payable by the individual.

## 27. Ski Passes

- a) Most lift companies require a list of pupils with their dates of birth in along with a statement from the head teacher on school headed paper confirming that the group is a school party. As prices are based on the availability of this documentation, the party leader must ensure this documentation is provided as prices are based on its availability.
- b) Some lift companies also require photographs for all party members or just adults and it is the responsibility of the party leader to provide these photographs on arrival in resort. Please contact our office team for up-to-date information.

## 28. Snowboarders

For snowboarders, a supplement is payable in order to cover the increased costs of hiring snowboards instead of skis, along with the increased cost of hiring specialised snowboard instructors which usually operate on a 1:8 ratio. An additional cost may be incurred dependent on the number of instructors required. Mixed ski and snowboard groups of varying abilities can cause a variety of grouping difficulties and extra instructors will need to be paid for by the group.

## 29. Snow Conditions

The company cannot accept responsibility for snow and weather conditions which may affect your winter sports. If the ski school makes a decision on the suitability of snow conditions, this is final.

## 30. Subsequent Versions of Booking Conditions

Our booking terms and conditions are produced in conjunction with our latest programme and may be altered at any time. Please ensure you check our current website to ensure you have the latest version.





## GENERAL EXAMPLE CORRESPONDENCE FROM A SCHOOL/ESTABLISHMENT WITH RESPECT TO THE GENERAL DATA PROTECTION REGULATION

Like many organisations, we are currently reviewing our policies and practices in readiness for the General Data Protection Regulation that comes into effect on 25th May 2018. As the recognised Data Controller with respect to personal information relating to staff, pupils, parents, governors, volunteers and other persons past, present and prospective with an association with the school. We have identified you, Select School Travel Ltd, as a Data Processor on our behalf in respect of our planned residential/trip with you where it will be necessary to share personal information for staff and pupils with you.

Data Processors can be any person, company or body that processes personal data on behalf of the Data Controller. While it is in the Data Processor's hands, the personal data in question remains, in broad terms, the responsibility of the Data Controller. However under GDPR, Data Processors will have certain liabilities and obligations in addition to the liability that remains with the Data Controller. This relationship is reflected -and indeed, as a legal requirement, must be accurately captured -in a written contract between the two parties. We are currently collating extant data processing agreements that exist between School x and Data Processors. In many circumstances these will be embedded into wider contracts. Please forward details to me at the address or email below as soon as possible.

Where there is no appropriate documentation in place, we propose using our own Data Processing Agreement. The data processing agreement will, as a legal requirement under GDPR, cover issues like the security of the data, record keeping obligations, breach reporting, returning or destroying the data on command, and limitations on sub-contracting (or rather "sub-processing") -meaning that a sub-contractor cannot be appointed to process the personal data without the ultimate Data Controller's knowledge and permission.

**SELECT RESPONSE:** The most advisable course of action is to re-sign the booking form which attaches to the revised terms and conditions, policies. This update is then dated and formally recorded in line with the new regulation.

Please direct queries to the [thedataprotectionofficer@selectschooltravel.com](mailto:thedataprotectionofficer@selectschooltravel.com)



## Select School Travel IT Security Policy

### 1. Governance

Under Select School Travel data security policies, all of IT operations undergo risk, compliance and business continuity reviews. This is documented in our Select assessment of our IT infrastructure and it updated as and when a formal software 'update' takes place.

### 2. Data Access

#### 2.1 Audits

Information security documents, procedures, policies and training materials are annually updated, reviewed and audited. Audits are performed by our data protection officer on representative sample sets to ensure reasonable coverage by staff across the aforementioned materials.

#### 2.2 Access and authorization

All accounts on our systems have role-based privileges. An accompanying audit trail with active/disabled status uniquely identifies user accounts, notes access can also be sourced. Segregation of duties/profile is an underlying principle when using our internal software CRM or reservation software or Sage programmes.

All 'user' accounts that can access sensitive data are managed by automated systems that follow basic password compliant password standards

- (a) Each person has an individual account that authenticates the individual's access.
- (b) Any staff that are no longer working for Select have their access revoked as standard HR exit procedures

#### 2.3 Data storage location

Cloud based applications that have encrypted import/export capabilities

#### 2.4 Physical data

Select does not keep any data in physical form

#### 2.5 Training

Training is devised to the immediate team based on information flow or updates reflecting our audit tests and legislation updates.

### 3. Change Management

#### 3.1 Methodology

The methodology for how Select manages change, ensures data integrity, data protection and asset security is then documented and reported on annual basis.

This is then socialised as part of staff on-boarding as well as subsequent operational updates and regular update compliance training.

### 4. Operations

#### 4.1 Software systems

Monitoring our systems takes place on a daily basis with the use of our third party supplies.

#### 4.2 Data backup and retention

Data backup and retention schedules are documented in line with requirements of Select business operation requirements. Security event logs and application audit trails are kept in manual form. Periodic checks are performed to ensure backup integrity and procedure completeness.



#### 4.3 Transmission and encryption

All data transfers with external parties are done over industry standard encryption channels. When sensitive data at rest it is encrypted by industry standard encryption.

#### 4.4 Breach and security incidents

Dedicated incident (breach and non breach) management documents are reviewed, audited and socialised on a periodic basis at least annually in accordance with SiteMinder's Data Security Breach Policy.

All security incidents are initially prioritised as critical, and then adjusted as the incident progresses and is assessed. Priority is given to containment. While active, all security incidents have dedicated resources applied until resolution of the incident is achieved. Following resolution, a post-event analysis is performed and all reasonably practicable steps are taken to implement measures to avoid recurrence and improve security for both direct and indirect related risks. All security incidents as well as known operational risks are recorded and managed from a central risk register.

Select will advise all relevant third parties of any security or data breach in accordance with applicable legal requirements. Select may share a high-level summary of the incident timeline, data impact and resolution taken once confidence has formed around scope, impact and resolution.

#### 4.5 Network, host and endpoint security.

All production networks holding sensitive data has deployed dedicated firewall (AWS security groups), intrusion detection/prevention (IDS), file integrity management systems, systems hardening (CIS), and other network security technology in the operation of systems and facilities. Workstations will have anti-malware software deployed, updated from the point of purchase.

### 5. PII and PAN

Personally Identifiable Information (PII) are protected to industry compliance levels and/or legislative compliance levels in the regions where Select operates.

Dedicated systems and procedures include but are not limited to:

- industry level encryption in transit and at rest where appropriate
- network intrusion detection
- network segmentation
- file integrity management
- key, password management
- application level firewall restrictions
- limited role based access
- events monitoring and detection
- security breach and incident management



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