



Plum Subscriber Agreement

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SUBSCRIBER AGREEMENT FOR OPERATORS

1. THE PARTIES TO THIS AGREEMENT

- 1.1 This agreement is between:
- (a) Plum Data Ltd (referred to variously as “Plum”, “we” and “us”)
 - (b) You as a Subscriber to this agreement (referred to variously as “you”, and the “Subscriber”)
 - (c) Each is a “Party” and together they are referred to as the “Parties” to this Agreement

2. TERM OF THIS AGREEMENT

- 2.1 This Agreement comes into force on completion of your payment of the Joining Fee and your acceptance of the terms and conditions of this Agreement.
- 2.2 The Agreement continues for the first two Data Periods for each “**Site**”.
- 2.3 The first Data Period for a Site commences three working days after the first payment for that Site is received by Plum and runs for 12 months.
- 2.4 Data Period 2 for each Site runs for 12 months, commencing on expiry of Data Period 1 for that Site

3. GETTING YOUR REPORTS FROM PLUM

- 3.1 A Site becomes Active when the Subscriber has selected its initial Competitor Pools and has entered its required data submissions in respect of the “**Plum Data Segments**” as follows (as applicable)
- (a) In respect of the PAR Plum Asset Register and the POS Plum Operational Summary the entries are complete
 - (b) In respect of the PHS Plum Holiday-home Sales and/or as appropriate the PLL Plum Live Lettings the first required submission(s) has been made including initial submissions of ongoing transactional PHS and PLL data segments, and year-to-date and where possible prior-year segment data.
- 3.2 Payment of the Joining Fee permits the Subscriber to receive non-benchmarked Management Information for any of its sites which become Active, for a period of 3 months from Subscription.
- 3.3 If in certain early cases a Site that would otherwise be Active cannot yet provide its PLL Bookings data submissions because integration has not yet been completed by its systems provider, then provided the terms of the Integration Timetable are being complied with Plum intends, at its discretion, nonetheless to provide access for the Site to Management Information, where applicable for the Site’s Holiday Home Sales business

- 3.4 Benchmarking reports become available for a Site when a relevant Competitor Pool becomes Live and the Subscription Fee for the Site has been paid by direct debit. A Competitor Pool becomes Live when a sufficient number of Sites within that Pool become Active. This includes the circumstance set out in 4.5 when the Subscriber opts to use a different Pool from the original choice
- 3.5 The Direct Debit payment in respect of the Subscription Fee for a Site commences 4 days after the first of the Competitor Pools which you have chosen for that Site or which is otherwise relevant for it becomes Live, as follows
- (a) If you have chosen the National Pool then when it becomes Live you pay your Subscription Fees for all your Sites
 - (b) If you have chosen a Regional Pool then when it becomes Live you pay the Subscription Fee for all your Sites in that Region. However if you have chosen a Region where you do not have any Sites, in accordance with the exception set out in 4.4(e), you pay the Subscription Fees for all your Sites
 - (c) If you have chosen an Area Pool then when it becomes Live you pay the Subscription Fee for all your Sites in all Regions which the Area includes even if the Area does not include the whole of a Region
 - (d) If you have chosen a Specific Pool then when it becomes Live you pay the Subscription Fee for all your Sites in Regions where any of the Competitor Sites in the Pool are based. However if the Pool includes Sites in more than 3 Regions or any of the Sites are in a Region which is not contiguous to one of the other Regions then you pay the Subscription Fee for all of your Sites
 - (e) Payment of the Required Subscription Fee for any month enables the Subscriber to access Benchmarking Analysis and Management Information for that Site for that month of the Data Period

4. CHOOSING YOUR POOLS

- 4.1 A Competitor Pool (or "Pool") is a group of Sites whose pooled data is utilised to provide anonymised and aggregated or ranked Benchmarking Analysis against which to measure performance of the Subscriber's Site or Sites. A Subscriber may elect that its Site(s) has a separate Lettings Pool to measure its Holiday & Touring Lettings performance if that is part of its business, and another, a Sales Pool to measure its Holiday Home Sales performance if that is part of its business, or may choose to use just one Combined Pool of competitor sites to measure both activities. Lettings and Sales are each referred to as Lines of Business.
- 4.2 The Subscriber may choose whether to initially use a Competitor Pool consisting of the Active Sites:
- (a) Which are located within the UK (National Pool)
 - (b) Which are located within a particular Region. A Region is a geographic area defined by Plum (Regional Pool)
 - (c) Which are located within a geographic area selected by the Subscriber (Area Pool)

- (d) Which fall within a list of sites specifically selected by the Subscriber (Specific Pool)
- 4.3 After Subscription the Subscriber uses the Competitor Pool Selection area of the Portal to select at least one initial Competitor Pool to apply to each Site, subject to
- (a) A Subscriber with only one Site may select a National Pool and one other Pool, subject to clause 4.6, to benchmark each Line of Business it undertakes
 - (b) A Subscriber with more than one Site may select a National Pool and one other Pool for any Site in a Region in which it has only one Site and a National Pool and up to two other Pools for each Region in which it has more than one Site to benchmark each Line of Business it undertakes, subject to clause 4.6
- 4.4 In order to protect the anonymity of each Subscriber's data, the following rules apply to the selection of Pools for each Line of Business.
- (a) A selected Pool may be used for one, or more, or all of the Subscriber's Sites
 - (b) If more than one Pool is selected, no Specific Pool may contain a Site included in another selected Pool and no Area Pool may overlap with a Site in another selected Pool. This restriction excludes the National Pool subject to 4.6 below
 - (c) A Specific Pool must contain between 10 and 20 Sites operated by at least 5 different Operators. The Pool must include at least 2 Sites from the Region in which the Subscriber's relevant Site is based. It may include Sites from other Regions but if either any of these Regions are not contiguous to the Region in which the Subscriber's relevant Site is based or the number of such Regions is more than 2 then when the Pool goes Live the Subscription Fee for all the Subscriber's Sites are payable
 - (d) An Area Pool is selected using the Area Pool Selection Tool. It must have a land area of at least 1200 sq miles as measured by the selection tool and must contain at least one Site operated by the Subscriber, and at least 10 competitor sites operated by at least 5 different operators.
 - (e) If a Regional Pool is selected, or an Area Pool is selected, the region or area must contain at least one Site belonging to the Subscriber except that a Subscriber with Sites in more than 2 Regions may select a maximum of one Regional Pool for a Region in which he does not have any Site but this does not increase the number of Pools which may be selected. In this case the Pool may only be used when the subscription fee for all the Subscriber's Sites have been paid
- 4.5 Plum can be flexible such that if at any time a Subscriber has chosen a Pool that is not yet Live, but another Pool that could apply for that Site has become Live, the Subscriber may request to switch to the Pool that is already Live in order to start seeing performance analysis benchmarked against market competitors. The Subscription Fee for that Site and other relevant Sites becomes payable when the request is made and the Subscriber can access the benchmarked data when the Subscription Fee has been collected by Plum via direct debit.
- 4.6 A Subscriber may generally use a National Pool for a Site as well as a more focused Area, Specific, or Regional Pool, unless accessing both might compromise data anonymity. However the use of a National Pool requires the subscription fee for all the Subscriber's Sites to have been paid.

- 4.7 Changes may be made to Pools at the end of each Data Period, however initially
- (a) more flexibility may be agreed in order to enable data flow provided that does not compromise anonymity
 - (b) Subsequently a minimum number of sites and subscribers as specified from time to time by Plum on the Portal will need to be changed in a Specific Pool to ensure anonymity is not compromised
- 4.8 Plum reserves the right not to accept a Specific Pool selection if acting reasonably it considers the choice of the Pool is designed principally to delay the time when the Pool will go Live rather than to ensure its usefulness for the purposes of benchmarking. In such circumstances the Subscriber will choose an alternative Pool within a period of 3 days.
- 4.9 Outputs are provided subject to meeting anonymity rules intended to protect the anonymity of the data of each Subscriber and which may at the discretion of Plum change from time to time and if circumstances dictate. Such rules will be available on the Portal.

5. PLATFORM SUBSCRIPTION

- 5.1 Subject to the terms of this Agreement and Plum's receipt of the applicable Joining Fee and Subscription Fees, Plum hereby grants to the Subscriber a non-exclusive, royalty-free, non-transferable, right to access the Platform during the Contract Term solely for the purposes of: (a) inputting Subscriber Data to the Platform as required by section 6.1; and (b) accessing, receiving and downloading Reports, in each case subject to and in accordance with the terms of this Agreement.
- 5.2 Plum reserves the right to monitor the Subscriber's use of the Services from time to time, including without limitation with respect to its compliance with the terms of this Agreement. Where such monitoring reveals that the Subscriber is non-compliant with any of the terms of this Agreement, Plum reserves the right to suspend the Subscriber's access to the Platform and the Reports.
- 5.3 The Subscriber shall not access, store, distribute or transmit any software, code, file or program which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network (including without limitation worms, trojan horses, viruses and other similar things or devices), or any material during the course of its access to the Platform that: (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, or offensive (including without limitation racially or ethnically offensive material); (b) facilitates illegal activity; (c) depicts sexually explicit images; (d) promotes unlawful violence; (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or (f) in a manner that is otherwise illegal or causes damage or injury to any person or property; and Plum reserves the right, without liability or prejudice to its other rights under this Agreement, to suspend the Subscriber's access to the Platform and the Reports if the Subscriber is in breach of this section.
- 5.4 Except to the extent expressly permitted under this Agreement, the Subscriber shall not:
- (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, distribute, decompile, disassemble, reverse

engineer or otherwise reduce to human-perceivable form all or any portion of the Platform, the Reports or any Output Data in any form or media or by any means; or

(b) sub-license, sell, lease, distribute, exploit or make available the Platform, the Reports or any Output Data to any third party and shall not enable the use of the Platform, the Reports or any Output Data by a third party without the prior Written Consent of Plum and the prior receipt by Plum of the requisite fee for that consent, subject to 5.3 below.

5.5 The Subscriber shall not allow any access to, or use of, the Platform, the Reports or any Output Data other than in accordance with this Agreement and, in the event of any such unauthorised access or use, promptly notify Plum.

5.6 Plum shall have no liability under this Agreement to the extent any such liability is caused by use of the Platform contrary to Plum's instructions, or modification or alteration of the Platform by any party other than Plum or its duly authorised contractors or agents.

5.7 Plum gives no warranty, makes no representation or commitment, and shall have no liability or obligation whatsoever that the Subscriber's use of the Platform will be uninterrupted or error-free (save to the extent set out in section 6.4).

6. USE OF REPORTS

6.1 The Subscriber shall only be entitled to make the following uses of Reports during the Contract Term: (a) disclose the Reports and the Output Data to its employees, directors, directors of its holding company, directors and senior managers of a management company employed by the Subscriber to oversee management of the whole Site(s) to the extent such persons are directly involved in the work, persons employed in management roles on the Site(s) and supervised by the management company where the management company is the Subscriber, the directors of the Site owner if different to the Operator, and any private owners of the Site(s) (together, the "**Report Recipients**"); (b) save copies of Reports (in pdf form) to its internal computer systems; (c) print out Reports for its internal use; (d) incorporate Output Data into internal research documents and management information for internal circulation only; (e) attach copies of Reports to email reports to its employees; (f) upload Reports to its intranet; and (g) refer to specific items of Output Data (but not replications of Reports or substantial parts of Reports) in public statements on an ad hoc basis, subject to 6.2 below..

6.2 Notwithstanding section 6.1, the Subscriber shall not use, extract, represent or copy any Reports or Output Data in any external or public document, statement, publication or other material nor provide any such information to any third party without the prior Written Consent of Plum, subject to 6.3 below

6.3 The Subscriber may disclose the Reports to retained accountancy and valuation advisers for the sole purpose of determining the Subscriber's internal business strategy and no other purpose. The Subscriber undertakes to inform such advisers that Plum accepts no responsibility for such advisers' use of the Reports and inform them that they must not use any Output Data or Reports in any materials or documents prepared by such advisers other than solely to be provided by them to the Subscriber, in which case Plum data shall be referenced as such. The Subscriber may submit a request to Plum through the Platform, and Plum may agree, for the Report Fee specified by Plum, to create bespoke Reports delivered by the Platform to such advisers or agreed other parties for agreed purposes (such as valuation reports and sales

memoranda) which draw on the information the Subscriber wishes to disclose for any particular purpose.

- 6.4 Plum shall use reasonable endeavours to ensure that the Output Data produced by Plum is complete and accurate in all material respects. Other than as set out in this section 6.4, to the extent permitted by law, Plum gives no warranty, makes no representation or commitment, and shall have no liability or obligation whatsoever, in relation to the Output Data, nor resulting from input data provided by the Subscriber or any third parties.

7. SUBSCRIBER'S OBLIGATIONS

7.1 The Subscriber shall at all times during the Contract Term:

- (a) provide Plum with reasonable co-operation in relation to this Agreement and reasonable and timely access to such information as may be reasonably required by Plum in order to provide the Services, including but not limited to Systems Integration, Mapping, and access to Subscriber Materials, security access information and configuration services;
- (b) enter onto the Platform and keep up to date the identity and contact details of one senior person of Board or equivalent level who shall be the responsible person and senior contact ("**Senior Contact**") with Plum; one person, who may be the same person as the Senior Contact, within the Subscriber business who shall have the same level of access and permissions as the Senior Contact ("**Administrator**") and one person, who may be the same person as either the Senior Contact or the Administrator, who shall be responsible for day-to-day contact including for immediate systems matters ("**Systems Contact**"). These nominations and contact details are required to be entered into the Platform before full access to the Portal is allowed by Plum. The Administrator is responsible for accessing, editing and keeping up to date the User Matrix on the Portal, which sets permissions for each of the subscriber's users.
- (c) input to the Platform the Subscriber Data in respect of each Site (or the group) for which it is Operator (to a standard that meets the definition of "Subscriber Data" in section 21, Definitions below) except for any sites the Subscriber manages for an unconnected third party which has not yet given consent for subscription to Plum;
- (d) ensure that any third parties providing information or Subscriber Data to Plum for or on behalf of the Subscriber (including without limitation any Systems Providers) have all relevant rights, licences, consents and permissions to do so;
- (e) ensure that its network and systems which interact with the Platform comply with the relevant reasonable specifications including updates provided by Plum from time to time;
- (f) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the data centre(s) hosting the Platform, and resolving as quickly as reasonably possible all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Subscriber's network connections or telecommunications links or caused by the internet;

- (g) ensure that it maintains appropriate software and other protection on computers, equipment and networks used for its own data, or to provide data to Plum or access reports from Plum
- (h) ensure that its employees, agents and representatives use the Platform in accordance with the terms and conditions of this Agreement and shall be responsible for the acts and omissions of its employees, agents and representatives as if they were its own;
- (i) ensure that the only persons who may access the Platform on behalf of the Subscriber are those whose user names and passwords were entered onto the User Matrix (as authorised by the Senior Contact or Administrator) on behalf of the Subscriber and the only email addresses which may be used for accessing the Platform are business email addresses attached to the Subscriber. The Senior Contact must ensure that the Platform may not be accessed by individuals who cease working for the Subscriber;
- (j) comply with all applicable laws, regulations and codes of practice with respect to its activities under this Agreement; and
- (k) obtain and maintain all necessary rights, licences, consents, and permissions necessary for it to provide and/or make available the Subscriber Materials under this Agreement.

7.2 If the Subscriber fails (in whole or in part) to upload Subscriber Data in any week, the parties (acting reasonably) shall work together to resolve such failure within five (5) working days of being given notice by Plum. If following such five (5) working day period ("**Resolution Period**") the failure has not been resolved, the parties shall within five (5) working days of the end of the Resolution Period agree a plan to resolve such failure and the Subscriber shall implement such plan. If within fifteen (15) working days of the end of the Resolution Period the plan has not been implemented by the Subscriber to resolve the failure, Plum shall have the right to suspend the Subscriber's access to the Services or terminate this Agreement immediately on written notice without penalty.

8. PROPRIETARY RIGHTS

8.1 The Subscriber acknowledges and agrees that Plum and/or its licensors own all Intellectual Property Rights in:

- (a) the Platform, the Reports and the Output Data (in each case, excluding any Subscriber Materials incorporated therein) together with any/all adaptations, add-ons, modifications, updates and enhancements to the Platform, the Reports and the Output Data;
- (b) any database in which the aggregated form of the Subscriber Data of the Subscriber and the Other Subscribers ("**Aggregated Data**") is held from time to time (including the Platform) (but for the avoidance of doubt Plum shall not own the Subscriber Data when held individually and not in such aggregated form); and
- (c) the Aggregated Data,

(together, the "**Plum Intellectual Property Rights (IPR)**"). Except as expressly stated herein, this Agreement does not grant the Subscriber any rights to or in the Plum IPR.

8.2 Subject to the Subscriber's compliance with the terms of this Agreement and Plum's receipt of the applicable Subscription Fees, Plum hereby grants to the Subscriber a non-exclusive, royalty-free, non-transferable licence to use Plum IPR solely to the extent necessary for the Subscriber to use the Platform, the Reports and the Output Data, in each case subject to and in accordance with this Agreement.

9. SUBSCRIBER DATA

9.1 Subject to sections 8.1(b) and 8.1(c), the Subscriber shall own all right, title and interest in and to all of the Subscriber Materials. The Subscriber shall ensure the legality, non-infringement, reliability, integrity, accuracy and quality of the Subscriber Materials so far as it is aware after making reasonable enquiries.

9.2 The Subscriber hereby grants to Plum a perpetual, non-exclusive, royalty-free, irrevocable right to use the Subscriber Materials for the purposes set out in this Agreement, and the right to use the Subscriber Data survives any termination of the Agreement, but the right to use Subscriber Materials other than the Subscriber Data does not.

9.3 Plum shall be entitled to: (a) use the Subscriber Materials to perform the Services; (b) use the Subscriber Data to produce the Output Data which are anonymised such that the name of the Subscriber and its Sites or group are not shown within any Output Data reports (other than those provided to the Subscriber) produced by Plum (other than as set out in section 9.4 below) and the Output Reports contain raw data that is aggregated so as to disguise the performance of individual sites or operators as part of any product or service that Plum may provide to its customers from time to time (including the Platform, Reports and Output Data); and (c) inspect, test, analyse and use as the basis for internal analysis and published reports, the Subscriber Data in conjunction with other data obtained or produced by Plum (save that Plum shall not publish any data specific only to the Subscriber without first obtaining the agreement of the Subscriber).

9.4 The Subscriber acknowledges and agrees that it shall not be entitled to receive or access any data specifically and exclusively referring to any Other Subscriber to the Platform without first obtaining the express agreement of the Other Subscriber through the Platform which grants Plum the authority of the Other Subscriber to release the relevant Report to the Subscriber upon receipt by Plum of the Report Fee payable to Plum for that Output Report.

9.5 The Subscriber shall indemnify and hold harmless Plum, its officers, directors and employees against any claim that the Subscriber Materials infringe any Intellectual Property Rights. Plum shall: give the Subscriber prompt notice of any such claim; provide reasonable co-operation to the Subscriber in the defence and settlement of such claim; and give the Subscriber sole authority to defend or settle the claim (save that the Subscriber shall not settle the claim without Plum's consent (not to be unreasonably withheld or delayed)).

10. DATA SECURITY

10.1 Plum shall use its best endeavours to ensure that the system on which Plum stores the Subscriber Data is a secure system.

- 10.2 In the event of any loss of or damage to Subscriber Data by Plum then the Subscriber shall, on Plum's request and at reasonable cost to Plum, re-submit the relevant Subscriber Data on the Platform. However if the Subscriber is unable to re-submit the relevant Subscriber Data, the Subscriber's sole and exclusive remedy shall be for Plum to use reasonable commercial endeavours to restore the lost or damaged Subscriber Data from the latest back-up of such Subscriber Data maintained by Plum.
- 10.3 The terms "personal data", "process/processing", "data controller", "data processor" and "data subject" used in this section have the same meaning as in the UK Data Protection Act 1998 (and such legislation as updates or replaces this from time to time). If Plum processes any personal data on the Subscriber's behalf when performing its obligations under this Agreement, the parties record their intention that the Subscriber shall be the data controller and Plum shall be a data processor and in any such case:
- (a) the Subscriber acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the Subscriber is located in order to carry out the Services and Plum's other obligations under this Agreement;
 - (b) the Subscriber shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
 - (c) Plum shall process the personal data only in accordance with the terms of this; and
 - (d) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.
- 10.4 You agree that we may contact you, and any persons whose details are provided by you, by email and other online media, telephone or post regarding any matter related to the business of Plum Data. You also agree that we may store the contact details of you and any persons whose details are provided by you.

11. CONFIDENTIALITY

- 11.1 Subject to section 11.2, each party shall: (a) treat the other party's Confidential Information as secret and confidential; (b) not use or disclose any of the other party's Confidential Information for any purpose other than in connection with this Agreement; (c) ensure proper and secure storage of the other party's Confidential Information; (d) handle, preserve and protect the other party's Confidential Information using at least the same degree of care as it affords its own confidential information; (e) permit access to the other party's Confidential Information only to: in the case of Plum, those of its directors, officers, employees and contractors and as required under section 9.4; and in the case of the Subscriber, the Report Recipients identified in section 6.1(a), in each case as reasonably and necessarily require access to the same in connection with this Agreement and then on condition that each such recipient is made aware of the confidential nature of the Confidential Information and that the Subscriber is bound by a confidentiality undertaking on the terms contained in this section 11; and (f) immediately notify the other party in writing where any unauthorised access, use or disclosure of any of the other party's Confidential Information has taken place or may take place, and take such steps as the other party may reasonably require in relation to the same.

- 11.2 The obligations in section 11.1 shall not apply in relation to: (a) Information which is or becomes public knowledge other than as a result of a breach of section 11.1; (b) Information which the receiving party either knew prior to the other party's first disclosure of it or received from a third party entitled to disclose the same; (c) Information which either party is required to disclose by law, any court of competent jurisdiction, any Government agency or any regulatory body lawfully requesting the same; or (d) Information to the extent required to enable the party's legal advisors, accountants, auditors, tax advisors, rating agencies or third party Systems Providers to provide the legal work, accounting, tax advice, rating agency services or systems work respectively necessary, in the case of Plum, to operate; and in the case of Subscribers to enable them to subscribe and participate.
- 11.3 Notwithstanding the other provisions of this section 11, the Subscriber shall not provide or disclose Plum's Confidential Information to any Systems Providers without first obtaining the written agreement of Plum.
- 11.4 The Subscriber and Plum may make reference to the Subscriber's involvement in Plum in any of their public announcements, advertising or promotional material (including displaying the Subscriber's logo, website address, site names and company and trading name(s)). Subject to this mutual right neither party shall make, or permit any person to make, any public announcement concerning this Agreement or its terms without the prior Written Consent of the other, except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange) or any court or other authority of competent jurisdiction.

12. JOINING FEE, PAYMENT, AND ACCEPTANCE OF OFFER

- 12.1 Your online acceptance of the terms and conditions of this "**Agreement**", your online completion of the application form including the completion of the Direct Debit mandate and completion of your payment of the Joining Fee together constitute acceptance of our offer.
- 12.2 The Joining Fee shall be collected by Plum in accordance with the Direct Debit mandate. A VAT invoice will be provided when you accept the offer in accordance with section 12.1
- 12.3 The Joining Fee is payable for all the Subscriber's Sites as part of the Subscription process, and for any additional Site when it is acquired or developed.

13. SUBSCRIPTION FEES FOR DATA PERIODS 1 and 2

- 13.1 Your monthly Subscription Fees for the first annual Data Periods ("Data Period 1") for each "**Site**" are £100 plus vat in advance for each month. For each "**Site**" payment of your Subscription Fee for Data Period 1 is due to commence as set out in section 3.5 and will be collected by Plum by monthly direct debit in accordance with the direct debit mandate provided by you to Plum.
- 13.2 Plum will email your Administrator to confirm that the Subscription Fee for Data Period 1 is due to commence. At least 3 days' notice of the first payment and any subsequent payment which will be different to the previous payment will be provided to you. After each monthly payment has been received by Plum we will email you a copy of the VAT invoice. We will provide a single invoice and take a single payment in respect of all your Subscription Fees which are payable

for any particular full calendar month. However for any subscription fee which becomes due at any other time the first payment will be taken for the remainder of the month in which the payment falls due and will be assessed on the basis of the proportion of the month remaining.

- 13.3 Your monthly Subscription Fees for Data Period 2 for each Site are £100 plus vat in advance for each month subject to an increase if the most recently published Retail Prices Index (RPI) published by the Office of National Statistics which is available 10 working days before Data Period 2 starts showed an annual percentage increase (“the relevant increase”). In any such case the Subscription Fee will increase by “the relevant increase”. For each “**Site**” payment of your Subscription Fee for Data Period 2 is due to commence on the anniversary of the start of Data Period 1 and the fee will be collected by Plum by monthly direct debit in advance in accordance with the direct debit mandate provided by you to Plum
- 13.4 At least 3 days’ notice of any payment which will be different to the previous payment will be provided to you. After each monthly payment has been received by Plum we will email you a copy of the VAT invoice. We will provide a single invoice and take a single payment in respect of all your Subscription Fees which are payable for any particular full calendar month even if such fees include part in respect of Data Period 1 and part in respect of Data Period 2. The twenty fifth payment for any Site will include a payment equivalent to the amount if any by which the first payment was less than £100 plus vat

14. OTHER FEES AND PAYMENT TERMS

Report Fees

- 14.1 For those reports which incur a Report Fee, Plum shall provide the relevant report only upon receipt of the Report Fee.

Upgrade Fees

- 14.2 Upgrade Fees shall from time to time be set in respect of material additional Output Data and Reports including Reports which incorporate additional data components to those submitted by the Subscriber and to the extent the Subscriber wishes to receive the additional output. It is likely that these will be offered as part of a revised overall subscription package in the future.

General Payment Terms

- 14.3 Plum provides significant notice prior to payment dates. If Plum has not received a payment by the due date for such payment, and without prejudice to any other rights and remedies of Plum:
- (a) Plum may, without liability to the Subscriber, disable the Subscriber’s password, account and access to all or part of the Platform and right to receive Reports and Plum shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of Barclays Bank plc from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

- 14.4 All amounts and fees stated or referred to in this Agreement are exclusive of all taxes, including without limitation any value added tax and/or withholding taxes. Value added tax shall be added to Plum's invoice(s) at the appropriate rate.
- 14.5 The Subscriber shall make all payments under this Agreement free and clear of any deduction or withholding of any kind, save only as may be required by law. If any such withholding or deduction is required, the Subscriber shall, at the same time as making the payment to which the withholding or deduction relates, pay to Plum such additional amount as will, after the deduction or withholding has been made, leave Plum with the same total amount that it would have received if no such withholding or deduction had been required.

15. WARRANTIES

- 15.1 Each party warrants that:
- (a) it has all necessary rights, power and authority to enter into this Agreement and perform its obligations under this Agreement;
 - (b) its obligations under this Agreement constitute binding obligations in accordance with the relevant terms; and
 - (c) it will not enter into any contract or accept any obligation inconsistent or incompatible with its obligations under this Agreement.
- 15.2 The Subscriber warrants that it has the requisite capacity, power and authority to enter into and perform this Agreement
- 15.3 Information and Subscriber Data:
- (a) The Subscriber shall use its reasonable endeavours to ensure that the information and Subscriber Data provided to Plum (by whatever means) pursuant to this Agreement is accurate and complete in all material respects at the date at which it is entered onto the Platform, so far as it is aware after making reasonable enquiries.
 - (b) If the Subscriber subsequently becomes aware that material error has occurred, it will advise Plum as soon as reasonably possible to discuss whether and how any correction should be made.

16. LIMITATION OF LIABILITY

- 16.1 Nothing in this Agreement excludes or limits: the liability of either party: (a) for death or personal injury caused by negligence; (b) for fraud or fraudulent misrepresentation, or (c) for any other liability which cannot be limited or excluded by law.
- 16.2 Subject to section 16.1, neither party shall be liable to the other party in contract, tort (including negligence), misrepresentation or for breach of any duty (including strict liability) or otherwise for: (a) any loss of profits or revenue; (b) loss of business; (c) loss of goodwill; (d) loss or corruption of data or information; or (e) any special, indirect or consequential loss, in each case however arising under or in connection with this Agreement.

- 16.3 Subject to section 16.1, each party's total aggregate liability in contract, tort (including negligence), misrepresentation or for breach of any duty (including strict liability) or otherwise, arising out of or in connection with this Agreement shall be limited to the total Subscription Fees paid by the Subscriber during the 12 months immediately preceding the date on which the cause of action arose, save that nothing in this section shall limit the Subscriber's obligations to pay the Subscription Fees or under section 8.5 and any late payment charges thereon.
- 16.4 All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.

17. TERMINATION

- 17.1 This Agreement shall continue until the expiry of the last Data Period for which the Subscriber has subscribed or committed to subscribe (unless terminated earlier in accordance with its terms).
- 17.2 The Subscriber shall have the right but not the obligation to terminate this Agreement with 10 days' notice by giving written notice to Plum if:
- (a) a failure of the Platform means the Subscriber receives no Reports for a period of three (3) consecutive months and such failure has not been remedied within ninety (90) days of Plum's receipt of written notice from the Subscriber, provided that such failure does not arise as a result of: (a) a Force Majeure Event; (b) a network failure; (c) any failure of any systems of the Subscriber or any Other Subscriber, or of a system provided by any systems provider; (d) any breach of this Agreement by the Subscriber; (e) any failure by the Subscriber or any Other Subscriber to input any Subscriber Data to the Platform in accordance with section 7.1(c); (f) any failure by the Subscriber to receive the Reports; or (g) a failure by the Subscriber to comply with Plum's instructions or to implement any updates or upgrades reasonably requested by Plum; o
 - (b) If a failure of the Platform within the terms of 17.2(a) occurs, then the Expiry Date of the Data Period shall be deferred at no additional cost to the Subscriber for a time equal to the period during which the service was not available.
- 17.3 Plum shall have the right but not the obligation to terminate this Agreement with immediate effect by giving written notice to the Subscriber if:
- (a) the Subscriber commits a material or persistent breach of this Agreement;
 - (b) the Subscriber fails to pay the Subscription Fees by the due date for payment in accordance with sections 13 and 14;
 - (c) the Subscriber commits a criminal act or engages in any act or omission that brings Plum into disrepute or damages the reputation of Plum;
 - (d) the Subscriber: (i) is unable to pay its debts as defined in section 123 Insolvency Act 1986; (ii) has steps taken for a receiver, administrator or manager to be appointed over the whole or a material part of its business or assets; (iii) is subject to an order being made, a resolution passed or other steps being taken for its winding-up (except for the

purposes of a bona fide solvent reorganisation), bankruptcy or dissolution; (iv) proposes or enters into any composition or arrangement with its creditors generally or any class of them; or (v) ceases to carry on business or claim the benefit of any statutory moratorium; or if any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (i) to (v) of this section;

- 17.4 On termination of this Agreement by Plum in accordance with this Agreement, including for non-payment of Subscription Fees, or in the event that the Subscriber terminates or purports to terminate this Agreement early other than in accordance with section 17.2(a), the Subscriber shall pay the unpaid amounts outstanding as at the date of termination and interest thereon, and the Subscription Fees that would have been payable for the remainder of the Data Periods for which the Subscriber has committed under this Agreement.

On termination of this Agreement by the Subscriber in accordance with section 17.2(a), Plum shall not take any further direct debit payments for any unexpired Data Period

- 17.5 On termination of this Agreement for any reason:

- (a) all licences granted under this Agreement to the Subscriber shall immediately terminate and the Subscriber must cease using the Platform; and
- (b) (without prejudice to Plum's rights to continue using the Subscriber Data in accordance with section 9) each party shall make no further use of any Confidential Information and other items (and all copies of them) belonging to the other party.
- (c) The Joining Fee is not refundable.

18. SITE ACQUISITION & DISPOSAL

Other Subscriber Acquired

- 18.1 If the Subscriber acquires, or is acquired by, or merges with, any Other Subscriber (each an "**Acquiring Subscriber**" as the case may be), the Acquiring Subscriber shall notify Plum within 14 days of the acquisition or merger.
- 18.2 In the case of an acquisition or a merger this Agreement and the agreement between Plum and the Other Subscriber ("**Other Subscriber Agreement**") shall continue in full force and effect except to the extent that the name of the Subscriber within both the Agreements shall be amended to the name of the new entity if different and all the terms in the Agreements will be construed accordingly

Non-Subscriber or New Site Acquired

- 18.3 If the Subscriber acquires an Operator or Site(s) that does not on the date of the acquisition subscribe to the Platform, the Subscriber shall:
- (a) notify Plum within 14 days of the acquisition;
 - (b) inform Plum within 30 days of the acquisition as to how the Subscriber Data for the additional Sites will be provided to Plum; and

- (c) commence inputting the Subscriber Data for the additional Sites within 60 days of the acquisition.
- (d) In other respects the “**Site(s)**” are to be treated as if they were the “**Site(s)**” of a new Subscriber. The details for each “**Site**” and the choice of “**Pools**” are to be entered as appropriate in accordance with this Agreement

18.4 The new “**Site(s)**” are subject to all the terms of this Agreement and are subject to the Joining Fees applicable at the time and the subsequent Subscription Fees.

Disposal

If a Subscriber disposes of a Site or Sites, then on notification to Plum the fees for the relevant “**Site(s)**” will be eliminated with effect from the next Expiry Dates after disposal.

19. FORCE MAJEURE

Neither party shall have any liability to the other under this Agreement if it is prevented from or delayed in performing its obligations, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network, act of God, war, terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, or default of suppliers or sub-contractors as a result of force majeure (each a “**Force Majeure Event**”).

20. GENERAL

- 20.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties.
- 20.2 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 20.3 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 20.4 This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement. Each of the parties represents and agrees that in entering this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, website or publicity material summary, warranty or understanding

(whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.

- 20.5 Neither party shall assign any of its rights under this Agreement without the prior Written Consent of the other party, such consent not to be unreasonably withheld or delayed.
- 20.6 This agreement does not confer any rights on any person or party (other than the parties to this Agreement) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 20.7 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 20.8 This agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement (including non-contractual disputes or claims).

21. DEFINITIONS

The following terms shall have the following meanings in this Agreement:

Agreement: these terms and conditions.

Expiry Date: the date of expiry of any Data Period.

API Documentation: the descriptions, coding examples, instructions and other elements developed by Plum and provided to Subscribers or their authorised third party Systems Providers to enable automatic submission of appropriate elements of data to the Platform by the Subscriber

Confidential Information: (a) Confidential information of either Party: all Information relating to that Party that is proprietary or confidential and is either clearly labelled as such or would by its nature reasonably be considered to be confidential; and all Information relating to a Party's business, strategies, trade secrets, products, services, suppliers, customers, partners, financial or other affairs or commercial relationships and any proprietary information of that Party; (b) Confidential information of Plum: all Information relating to Plum, the Platform, the Aggregated Data, Reports and the Output Data, in each case including without limitation updates, timetables, specifications, requirements, inputs, outputs, pricing information, data transfer and mapping processes, any modification, evolution and amendment, operational information, shareholders and their services, Other Subscribers, the Subscriber Data of Other Subscribers, and potential subscribers; and all Information relating to the Subscription Fees and the terms of this Agreement; and (c) Confidential information of the Subscriber: the Subscriber Materials (other than components held by and belonging to Plum as the Aggregated Data); and all Information relating to the systems of the Subscriber or its third party systems suppliers ("**Systems Providers**"), including without limitation data storage and analysis systems.

Data Periods: the 12 month succeeding periods during each of which the Subscriber commits to providing for each Site the Subscriber Materials and Plum commits to providing reports and for which the Subscriber pays the relevant Subscription Fees.

Data Set: the set of data, as set out on the Platform from time-to-time to be submitted by each Subscriber to the Platform

HMRC: HM Revenue & Customs.

Information: means any and all information whether provided in oral, electronic or documentary form or by inspection or observation of tangible objects, material, media or demonstrations of any kind and whether supplied or received before or after the date of this Agreement, including without limitation trade secrets, know-how, contracts, drawings, output report designs patterns, plans, compilations, program devices, formulas, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether and howsoever stored, compiled, or memorialised whether physically, electronically, graphically, photographically, or in writing, together with any copies of and notes made in respect of such information.

Inputs: the data and other information to be provided by the Subscriber as set out on the Data Set.

Input Timetable: a timetable issued by Plum from time to time specifying the latest dates and times the various Plum Inputs must be entered onto the Platform. Any changes to the timetable will be notified to Subscribers at least two (2) months before any changes are to take effect.

Integration Date: Integration Date is the date, agreed as part of the Integration Timetable, by which it is intended that the Subscriber's Systems Integration, including if appropriate the arrangements for manual entry, has been completed, and is set with the intent of enabling reasonably prompt commencement of data provision to Plum.

Integration responsibility: It is the Subscriber's responsibility to ensure that its systems provider &/or systems team completes the integration process as fast as reasonably possible, subject only to Plum providing the relevant systems to enable integration.

Integration Timetable: this sets out the agreed method and timetable, including the Integration Date, for integrating the Subscriber's systems with Plum to permit the efficient provision of Subscriber Data to Plum as required for each Plum Data Segment. The method and timing varies depending on whether the Subscriber uses standard systems from third party Systems Providers who have or have not already created Plum integration software, or will integrate direct with Plum or with the assistance of an integration partner. This timetable is established promptly after Subscription Date, based upon information provided to Plum via the Platform using the relevant input table on the Portal, and in the case of non-standard systems or systems from third party providers who have not yet completed enabling integration work, also based on additional communication between the Subscriber and Plum. Following Subscription Date the Integration Timetable is implemented, including the agreed work of Plum, the Subscriber, and any relevant third party Systems Provider required to integrate the necessary systems; and the work required from the Subscriber and any Systems Provider to complete the Mapping process. The Subscriber and Plum agree to use reasonable endeavours to adhere to this Timetable and acknowledge that co-ordinated input is required from both Parties. The Subscriber agrees to use reasonable endeavours to ensure that its third party Systems Provider, if any, meets its obligations in a timely manner. For Subscribers who have no lettings business and for whom manual data provision is practical, Integration Date is the date by which the Subscriber has completed its Mapping and prepared for efficient manual input of data onto the Platform.

Intellectual Property Rights: rights in patents, designs, computer programs, copyright, moral rights, database rights, trade marks, service marks, trade and business names, brand names, get-up, logos, domain names, URLs, trade secrets, confidentiality and other proprietary rights including rights to know-how and other technical information (in each case whether registered or unregistered and including applications to register any of the foregoing) and all rights in the nature of any of the foregoing anywhere in the world.

Joining Fee: £150 + VAT for each “**Site**” and subject to increase from time to time and where required for integration of non-standard systems. This fee is non-refundable.

National Benchmark: is a “**Competitor Set**” which includes all the “**Sites**” which are integrated into Plum in respect of the “**Plum Data Segments**” which are appropriate, namely Plum Holiday Home Sales or Plum Live Lettings.

“Operator: a person, partnership, company or other entity who has overall control over the operation of the Site(s) as a trading business.

Other Subscriber: any entity that subscribes to the Platform other than the Subscriber.

Output Data: any and all Information contained in Reports.

Platform: the purpose-built web-based computer systems including inter-alia, the website and the post subscription Portal, the API Documentation, definitions and procedures enabling automatic data submissions to Plum, developed and operated by Plum for the collection of selected raw data from operators, the analysis of the raw data and the provision to subscribers (including the Subscriber) of Reports designed and created by Plum for the purposes of performance benchmarking and analysis of trends and market drivers.

Plum: Plum Data Limited, a company incorporated in England and Wales (company number 09282578) whose registered office is situated at SRP2 LLP, 1 Bennet Court, 1 Bellevue Road, London, SW17 7EG.

(PAR) Plum Asset Register: The Inputs which relate to the ownership and characteristics of a Site, the number and nature of pitches and units of accommodation on the Site, the occupiers of the Site and the facilities provided as more fully set out and amended from time to time in the Data Set, and to the business to which a Site or Sites belong.

Plum Data Segments: data for the separate elements: Plum Asset Register (PAR), Plum Live Lettings (PLL), Plum Holiday Home Sales (PHS) and Plum Operational Summary (POS); each as set out and amended from time to time in the Data Set.

Portal: parts of the Platform accessed by the Subscriber after Subscription Date including for manual data input, updating the User Matrix, and accessing Reports.

Region: the geographic area shown on the “**Portal**” in which a “**Site**” is situated

Report Fee: a one-off fee payable for a specific report that is not included within the Subscription This may include the authorised release of a report to another entity or the provision of a one-off ad hoc report.

Reports: provision of data determined by Plum including as appropriate the anonymised and aggregated or ranked data of other parties within “**Competitor Sets**” including reports providing analysis and benchmarking of lettings on a weekly basis, holiday home sales on a

monthly basis, annual performance and such ad hoc and other reports Plum considers are useful or required by individual Subscribers, other parties and the wider industry including those Reports for which a Report Fee or Upgrade Fee is charged. On payment of the Joining Fee and when due the Subscription Fees the Subscriber is entitled to receive without further charge those Reports whose scope and variables are described above subject to the rules and terms set out in this “**Agreement**” including those designed to protect anonymity of individual sites and subscribers. Plum reserves the right to limit output reports to individual subscribers to those elements of trading which the individual subscriber undertakes. Benchmarking will be by reference to Competitor Sets. The anonymity requirement may need some outputs to be reported on in respect of a larger geographical area than for others or by combining a number of different accommodation sizes or types. Separate reports will be issued for lettings (Plum Live Lettings (PLL)) and for holiday home sales (Plum Holiday Home Sales (PHS)).

Services: the granting of access to the Platform, the collection and analysis of the raw Subscriber Data and the creation and provision of Reports.

Sites: holiday caravan parks, touring caravan and camping sites, glamping sites, holiday lodge parks, holiday villages, holiday complexes, holiday cottage locations & complexes and any combination of these. A Site is any single such property trading as an identifiable separate entity, even though when part of a group some functions and costs will be carried out and incurred at a central office jointly on behalf of more than one site.

Subscriber: the entity that is an Operator entering into this Agreement.

Subscriber Data: the Subscriber’s information on site characteristics, pitches, accommodation units, lettings, holiday home sales, annual performance and any other matters required for the Reports or otherwise, which shall have been Mapped by the Subscriber into the categories laid down and defined by Plum, all as set out from time to time in the Data Set and in the API documentation and manual entry areas of the Platform. That data shall include the PAR, the POS, and initial submissions of ongoing transactional PHS and PLL data segments, and year-to-date and where possible prior-year segment data. The data shall be entered onto the Platform as soon as reasonably possible following Subscription, including as appropriate automatically via API and manually, and in accordance with the Input Timetable. The Subscriber shall use its reasonable endeavours to ensure the data is complete and correct (in quantum, description and format) at the date at which it is entered.

Subscription Date: following the Subscriber’s online acceptance of the terms and conditions of this Agreement the date on which Plum receives confirmation from its bankers that the Joining Fee has been paid.

Subscription Fees: the subscription fees paid or payable by the Subscriber to Plum in connection with this Agreement, as further described in section 12 and 13.

Subscriber Materials: the Subscriber Data and any and all other content, materials, logos, and/or other creative, graphic and/or design assets provided and/or made available to Plum by the Subscriber under this Agreement.

Systems Integration: the process to be completed by the Subscriber as soon as reasonably possible set out in the Integration Timetable to permit the efficient provision of Subscriber Data to Plum as required for each Plum Data Segment.

Systems Provider: an established third party provider to the Subscriber (and other operators) of park or site management systems. A number of Systems Providers are intending to work with Plum and with their operator clients to integrate their systems with Plum.

Upgrade Fee: this is an additional component which may from time to time be added to the Subscriber's Subscription Fees to reflect additional outputs and services which the Subscriber has elected to purchase.

User Matrix: the table on the Platform to be completed by the Subscriber's Administrator setting out the identity, title and contact details of those authorised to use the Platform on behalf of the Subscriber, what actions the Subscriber authorises each such person to undertake (view and enter) for inputs and outputs, and for which key segments of Plum and for which of the Subscriber's Sites.

Written Consent: consent provided by one Party to the other in writing including online via the Platform or by email.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax.