



DATA PROCESSING AGREEMENT

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Jurisdiction: United Kingdom

Purpose: Compliance with the UK GDPR and Data Protection Act 2018

1. Parties

Controller:

The school or educational establishment providing personal data for the purpose of arranging student travel.

Processor:

Blue Stamp Travel Ltd

(Registered UK tour operator providing travel planning and services on behalf of the Controller)

2. Subject Matter and Duration of Processing

2.1 Blue Stamp Travel ("Processor") will process personal data provided by the School ("Controller") for the purpose of planning, organising, and delivering educational travel programmes.

2.2 Processing will continue for the duration of the travel programme and any required retention period strictly necessary for legal, accounting, or safeguarding obligations. All personal data must be returned or securely deleted at the end of the contract, as instructed by the Controller.

3. Nature and Purpose of Processing

Blue Stamp Travel will process personal data to:

- Arrange travel, accommodation, excursions, insurance, and related logistics.
- Communicate with travellers, parents/carers, and the Controller.
- Meet legal and regulatory requirements relating to international travel, safeguarding, and safety.
- Provide assistance in emergencies, medical situations, or accommodation of special needs.

Processing activities may include: collection, storage, organisation, consultation, transmission to suppliers, and secure deletion.

4. Types of Personal Data Processed

The following personal data may be processed, including but not limited to:

- Full name
- Preferred name(s)
- Date of birth
- Gender
- Passport details (including number, expiry, nationality)
- Email address
- Home address
- School attended
- Parent/carer contact details
- Dietary requirements
- Medical needs and conditions
- Disabilities or accessibility needs
- Other information that may be required to support the traveller by means of adjustments made to the package.
- Emergency contact information

Special category data (e.g., medical or disability information) will be processed only where strictly necessary for the delivery of travel services and safeguarding.

5. Categories of Data Subjects

- Students participating in travel
- School staff and chaperones
- Parents/carers or emergency contacts

6. Controller Responsibilities

The Controller is responsible for:

- Lawfully collecting and providing the personal data to the Processor
- Informing data subjects (and parents/carers where applicable) of the processing
- Ensuring an appropriate lawful basis for processing, such as consent, public task, or legitimate interest
- Ensuring personal data provided is accurate and up-to-date

7. Processor Responsibilities (Blue Stamp Travel)

Under UK GDPR Article 28, Blue Stamp Travel agrees to:

7.1 Process only on documented instructions

Blue Stamp Travel will process personal data only on written or documented instructions from the School unless otherwise required by UK law.

7.2 Duty of confidentiality

Blue Stamp Travel will ensure that all staff, contractors, or temporary workers handling personal data are subject to confidentiality obligations.

7.3 Security of Processing

Blue Stamp Travel will implement appropriate technical and organisational security measures, including but not limited to:

- Access controls and least-privilege access
- Secure encryption of data in transit and at rest
- Secure storage of passport and identity documents
- Regular security testing and risk assessments
- Policies for handling special category data

7.4 Use of Sub-Processors

Blue Stamp Travel may use third-party suppliers (e.g., IT providers, airlines, accommodation providers, insurance providers).

The Processor will:

- Obtain prior written authorisation from the Controller (general authorisation permitted).
- Ensure sub-processors are bound by equivalent data protection obligations.
- Remain fully liable for sub-processor compliance.

A list of sub-processors will be provided upon request.

7.5 Assisting the Controller

The Processor shall assist the Controller in:

- Responding to data-subject rights requests (access, rectification, erasure, etc.)
- Conducting Data Protection Impact Assessments where relevant
- Meeting security and breach-notification obligations
- Coordinating with the ICO when legally required

7.6 Personal Data Breaches

Blue Stamp Travel will notify the Controller **without undue delay** upon becoming aware of a personal data breach.

Notification will include:

- nature of the breach,
- categories and approximate number of data subjects affected,
- likely consequences, and
- measures taken or proposed.

7.7 Data transfers outside the UK

Data may be transmitted internationally where required for travel services (e.g., airlines, overseas accommodation providers).

Where such transfers occur, the Processor will ensure appropriate safeguards.

7.8 End-of-contract provisions

Upon completion of the travel programme and at the Controller's direction, the Processor will:

- retain all necessary data for compliance and audit with ATOL, ABTA and accounting purposes.
- make arrangements for safe removal and/or destruction of stored data

8. Audits and Inspections

The Controller or an appointed auditor may audit the Processor's data-protection compliance. Blue Stamp Travel will provide all necessary information and reasonable access to demonstrate compliance with Article 28 obligations.

9. Liability

Each party remains liable for its own compliance with UK GDPR.

The Processor is responsible for any damages caused by processing where it has failed to comply with UK GDPR obligations or the Controller's lawful instructions.

10. Governing Law

This Agreement is governed by the laws of the United Kingdom.

Any disputes shall be subject to the jurisdiction of the courts of England and Wales.



Signatures

Controller (School)

Name: _____

Signature: _____

Date: _____

Processor (Blue Stamp Travel Ltd)

Name: _____

Signature: _____

Date: _____

