



Waypoint Leisure
Limited

Data Processing
Agreement

Between the parties:

The Seller:

Waypoint Leisure Limited
PO Box B30
Huddersfield
HD1 1PA
Company Number 7954562 England & Wales

The Buyer:

Company Name
Company Address
Postcode
Company Number

The Agent:

Reel Control Limited
Woodland
Draycott Cliff
Draycott in the Clay
Ashbourne
DE6 5GZ
Company Number 04684029 England & Wales

It is agreed that: -

The purpose of this Agreement is to record the parties' understanding with respect to the **Processing and Reporting of data from Gaming Machines** (the "Service") for the Buyer's [Managed/Leased/Tenanted] premises in accordance with the attached schedule.

Contract Term and Termination: This agreement comes into effect from [Date] and shall continue for a minimum period of [xx] months (" **Initial Term** "), after which both parties will review the Service being provided and either extend this Agreement or either party may give the other party **two** months' notice in writing to terminate. Following the expiry of the Initial Term, unless either party has given two months prior written notice to the other party that it wishes to terminate the Agreement, the Agreement shall continue on a monthly rolling basis, automatically renewable at the end of each month until either party serves at least two months written notice on the other.

Either party shall be entitled to forthwith terminate this Agreement by notice to the other:

1. if an encumbrance takes possession or a receiver, administrative receiver or manager is appointed over any of the property or assets of the other; or
2. if the other makes a voluntary arrangement with its creditors or becomes subject to an administration order; or
3. if the other goes into liquidation (except for the purposes of solvent amalgamation or a solvent reconstruction and in such manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other under this Agreement); or
4. if anything analogous to any of the foregoing under the law of any jurisdiction, occurs in relation to the other; or
5. if the other ceases or threatens to cease to carry on its business; or
6. if the other fails to pay any amounts due under this Agreement within 28 days after such amount falling due and fails to make payment of same within fourteen (14) days after receipt of a written notice requiring payment; or
7. if the other commits any material or persistent breach of any of the provisions of this Agreement and, in the case of a breach capable of remedy, fails to remedy the same within thirty (30) days after receipt of a written notice giving full particulars of the breach and requiring the same to be remedied.

Price: The buyer agrees to pay the Seller £[x.xx] + VAT at the prevailing rate per machine per day for each machine processed within each financial period.

Payment: Payment of correctly presented invoices shall be made by the Buyer on a net monthly credit basis, (i.e. by BACS) at the end of the month following the date of the invoice.

Payment terms are to be 30 days from the date of the invoice. The Seller reserves the right to charge interest 8.5% of the invoice amount outstanding and £40 for amounts up to £999.99, £70 up to £9,999.99 and £100 for debts £10,000 or more in accordance with the Late Payment of Commercial Debts (No.2) Regulations 2013 incorporating EU Directive 2011/7/EU.

Service and Performance: The seller shall provide the Service in accordance with the attached schedule or and may be amended by mutual agreement.

The Seller is considered an expert in performing Data Processing and as such will be responsible for performing the Service in a professional manner expected of a reputable company. The Buyer relies on the Seller's professional expertise to perform audits and provide information to its employees or Agents under this Agreement.

Liabilities and Indemnity : The Seller is responsible for all employees employed in connection with this Agreement and shall indemnify the Buyer from all claims, costs and expenses whatsoever incurred by any employees.

Confidentiality: The information, reports and details of the Buyers premises and Gaming Machine Equipment are confidential and must not be divulged during or after the termination of the Agreement.

Use of the Data Processing Software provided by the Seller may only be used by employees of the Buyer.

Any information supplied by the Buyer or gained in the performance of the Agreement must be kept confidential at all times and be only used in connection with this Agreement. The details of this Agreement shall be kept confidential and shall not be divulged to any third parties used for any marketing purposes unless agreed in writing by both parties. The provisions of this clause shall survive any termination of this Agreement for a period 5 years from the date of termination.

Force Majeure: Neither party hereto shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but without limitation, fires strikes (of its own or other relevant employees) insurrection or riots, embargoes, container shortages, wrecks or delays in transportation inability to obtain supplies and raw materials, requirements or regulations of any civil or military authority (an Event of Force Majeure).

Variation : Neither the Buyer nor the Seller shall be bound by variation, waiver or addition to these terms and conditions except as agreed by both parties and acknowledged in writing.

Assignment and sub-licensing: Neither party shall be entitled to assign, sub-contract or otherwise transfer this Agreement nor any of its rights or obligations hereunder without the prior written consent of the other party, such consent not to be unreasonably withheld.

Governing Law: The construction, validity and performance of this Agreement shall be governed in all respects by English law and the parties submit to the exclusive jurisdiction of the English Courts.

Agreed on behalf of the seller:

Signature:

Name:

Position:

Date

Agreed on behalf of the buyer:

Signature:

Name:

Position:

Date

Agreed on behalf of the Agent:

Signature:

Name:

Position:

Date

THE SCHEDULE

DATA PROCESSING – SERVICE

The Parties: Waypoint Leisure Limited/ [The Buyer] / Reel Control Limited

Waypoint Leisure Limited agrees to provide [Name] with the following Service in return for payment as set out in this Agreement:

Waypoint Leisure Limited agrees to process all Gaming Machine data for [Name]

Waypoint Leisure Limited to work with Reel Control Limited (The Agent) as the “provider” of the data management systems and EDI for the [Name] Gaming Machine Estate.

Waypoint Leisure Limited agrees to provide financial and performance reporting for [Name] in a format to be agreed between the seller and the buyer and based on the data provided by the Agent.

The Service Level Agreement for the delivery of operating period reports shall be [xx] working days following the end of the operating period.

Waypoint Leisure Limited and the Agent to have regular contact with the machine operators on performance and operational issues and information relating to the transmitting and receiving of EDI Data (Electronic Data Interchange).

Waypoint Leisure Limited and the Agent to update the database with information received by machine operators every working day.

Waypoint Leisure Limited to produce and implement new machine rent lists on a [Monthly /Quarterly] basis

Waypoint Leisure Limited and the Agent to edit and correct data sent by the machine suppliers which is incorrect.

Waypoint Leisure Limited and the Agent shall maintain the database on behalf of [Name] and make daily backups of the database. The Database is stored and maintained on the Agent’s secure SQL server.

Correspondence address: Waypoint Leisure Limited, Yew Tree House, 29 Yew Tree Road, Birchencliffe, Huddersfield HD3 3QT

PLEASE SIGN ONE COPY AND RETURN TO THE SELLER AS ACCEPTANCE

EXAMPLE