

Royal Portrush Golf Club Privacy Policy: Clients/Suppliers

1. **General.** Royal Portrush Golf Club understands that personal information (data) is important to people and valuable to others: it can influence what people think of you and their decisions about you. Starting on 25 May 2018, we will process data in a different fashion to meet new legislation¹. This policy explains when and why we collect personal information, how we use it, the conditions under which we may disclose it to others and how we keep it secure. Every effort has been made to make this policy clear and concise. If anything is unclear, please contact the Data Protection Officer (DPO) whose details are set out at Annex A.
2. **Philosophy.** The new legislation is not just about processes but also about people. It will change how people gather, process and destroy your data. You will feel a change in how Royal Portrush Golf Club delivers its operations so that they are legally compliant. Our simple message is that we're committed to protecting and respecting your privacy and would ask you to bear with us as we all become accustomed to this new culture.
3. **Roles and Responsibilities.** As we conduct business with you, Royal Portrush Golf Club will have a responsibility to protect the information that you share, and we gather, about you. Just as you have a responsibility to provide us with information that is accurate, we have a responsibility to protect and process information in accordance with the law. Those responsible, and their defined responsibilities, are set out at Annex A.
4. **The Types of Personal Data We Gather and Use.** Whether you are visitor, client, contractor or supplier, we will treat your personal data with care. We will use your personal data to establish if we can provide you with information, services and conduct business operations. That data will vary depending on the relationship we have with you. We have identified a considerable amount of data that is gathered, processed and exchanged with others, internally and externally. The data can be broken down into four broad categories with examples shown in the respective annexes to this document:
 - 4.1. **Public.** This is data that is already public or which you make public;
 - 4.2. **Personal.** This is data that makes you readily identifiable as a living person;
 - 4.3. **Sensitive (Special Category).** This is data is normally termed as Sensitive, but you may some refer to it as Special Category. It would not normally be shared as it has the capacity to cause discrimination if used inappropriately: it will be normally protected by encryption.
 - 4.4. **Special Category.** There are two types of data:
 - 4.4.1. **Financial Data.** Whilst not sensitive data, financial data that is misused has the capability to cause significant harm to the subject, therefore Enterprise NI will carefully protect such data with strong encryption.
 - 4.4.2. **Criminal Convictions/Offences.** Unless your business involves access to or working with vulnerable groups, Royal Portrush Golf Club will not be involved in gathering and processing data related to criminal convictions/offences: in those circumstances it will comply with Article 10 GDPR and Schedule 1 part 3, DAP2018. The data, if held, will be protected by strong encryption.
 - 4.5. **Likely Data Held.** We have summarised much of the data that we do process and it is set out as follows:
 - 4.5.1. Annex B - Suppliers
 - 4.5.2. Annex C – Clients.

¹ EU General Data Protection Regulation (GDPR) 2016, UK Data Protection Act (DPA) 2018.

5. **Providing Your Data.** In the majority of cases we will exchange data as the result of four sets of circumstances set out in the new legislation:
 - 5.1. *A contractual basis*, such as the supply of goods and/or services or if the Club is considering such a relationship:
 - 5.1.1. As part of the relationship with corporate bodies, visitors and/or their legal representatives and funders;
 - 5.1.2. The Contractor or Consultant relationship;
 - 5.1.3. The Supplier relationship where they provide Royal Portrush Golf Club with goods and/or services;
 - 5.2. *As a consequence of legal obligations* where we have to act in accordance with the law and/or statutory bodies established by the law e.g. Tax, Pensions, local Council, PSNI, HSENI, Safeguarding Board.
 - 5.3. *Legitimate Interests*. This is where we share a common interest in the exchange of data and/or services with each other or refer you to another potential client.
 - 5.4. *Consent*. In those circumstances where information is optional, we will advise you and ask for your consent to hold to process it. This may be to process information where there is no other legal basis or it is required e.g. Club flyers/magazines, marketing material or sharing information about new products/services.
6. **Using your Personal data: the legal basis and purposes.** When we establish a business relationship with you, we will explain the legal basis for gathering and processing your data. If using “Legitimate Interest” as a basis, we will conduct a “balance-test” to ensure that there is balance between your rights & freedoms and our business needs. Different services may require a differing basis for processing and use. Royal Portrush Golf Club will process your data, as necessary. The basis for doing so will normally use one of the following legal basis:
 - 6.1. To provide a service to you, or another who you have the legal authority to represent, **in preparation for, or conduct/delivery of, a contracted service or services** with you, or a client company, by:
 - 6.1.1. Taking preliminary action, at your request, prior to entering a contract to establish if such services can be provided to the necessary level of quality, within an acceptable cost and safely;
 - 6.1.2. Determining whether Royal Portrush Golf Club and the client can meet their relative obligations;
 - 6.1.3. Managing, implementing and monitoring a contract;
 - 6.1.4. Updating the data necessary to plan for, implement and effectively deliver the contract;
 - 6.1.5. Initiating, maintaining and updating the necessary records, ensuring their accuracy;
 - 6.1.6. Managing the account, including any financial transactions;
 - 6.2. Meet our **legal or regulatory obligations** by:
 - 6.2.1. Complying with legal and regulatory requirements, including but not limited to:
 - 6.2.1.1. Disclosure requests;
 - 6.2.1.2. Activities related to the prevention, detection and investigation of crime including fraud and money-laundering;

- 6.2.1.3. Verification of identity and credit status;
- 6.2.2. Working with public authorities in connection with the discharge of a public task;
- 6.2.3. Establishing and defending legal rights;
- 6.2.4. Meeting your legal rights under data protection legislation including access requests;
- 6.2.5. Monitoring communications and activities.
- 6.3. For our joint **Legitimate Interests**, or those of other persons and Royal Portrush Golf Club, to:
 - 6.3.1. Monitor work-related communications including (but not limited to) emails, faxes, letters, texts, telephone calls with you, and on your behalf, with clients, goods/service providers and statutory bodies;
 - 6.3.2. Permit good governance, management, accounting and audit of our business operations;
 - 6.3.3. Conduct appropriate searches in preparation for submission of applications for tenders and/or programmes/projects (but not exclusive to):
 - 6.1.1.1. Establish the veracity of qualifications, professional memberships and references;
 - 6.1.1.2. Credit reference agencies and partner organisations;
 - 6.1.1.3. Undertake psychometric and/or skills testing, prior to potential employment opportunities;
 - 6.1.2. Send you prospective opportunities, conduct analysis and develop statistics.
- 6.2. Obtain your **Consent** to:
 - 6.2.1. Maintain effective communications with you in your preferred format/s, or another/others who you have the legal authority to represent, to;
 - 6.2.1.1. Send you communications related to Royal Portrush Golf Club's activities;
 - 6.2.1.2. Market Royal Portrush Golf Club's services;
 - 6.2.1.3. Send personal data to third-parties, when requested by you or those you are authorised to represent;
 - 6.2.1.4. Share your details with third-parties;
 - 6.2.2. You can withdraw your consent for these uses at any time by advising us.
- 7. **Sharing**. When we establish the relationship, we will explain the legal basis for sharing data. Information will only be shared on a "Need to Know" basis and then using means designated by Royal Portrush Golf Club as secure. This information is held, used and shared by us, to:
 - 7.1. Meet our contractual agreement with you; to provide services to our members, visitors and corporate partners;
 - 7.2. Comply with government and regulatory bodies legally authorised to request such information, or to whom we are required to submit data;
 - 7.3. Maintain our business operations with:
 - 7.3.1. Contractors & consultants;
 - 7.3.2. Contract managers;

- 7.3.3. Service delivery partners;
- 7.3.4. Our members and clients in specific sectors to whom:
 - 7.3.4.1. You have authorised release;
 - 7.3.4.2. You have expressed a preference to participate with in a programme/project;
- 7.3.5. Potential client companies to whom you may wish to make an application;
- 7.4. When directed by the Courts to enable the administration of justice;
- 7.5. To direct-market products and services, advise you of news and industry updates, events, promotions and competitions, reports and other information related to your employment preferences. Where we do so, you will be able to unsubscribe from such communications;
- 7.6. Payment systems to permit the transfer of personal data in order that financial transactions may be undertaken;
- 7.7. Conduct market research in order to improve our services;
- 7.8. Meet legal and statutory requirements;
- 7.9. Implement sharing with your consent, including a request for data transfer.
- 8. **Data Retention.** Royal Portrush Golf Club have identified likely data for retention and set this out in our data retention and erasure policy. This is briefly summarised as:
 - 8.1. **In the event of programme/project queries.** We will retain your data for only so long as reasonably necessary (normally 12 months after a contract concludes) to deal with your queries associated with:
 - 8.1.1. Contact details;
 - 8.1.2. Financial information;
 - 8.1.3. Quality Assurance/Warranty criteria.
 - 8.2. **In the event of claims.** We will retain your data for only so long as you might bring legal claims against us (normally 6 years) and health & safety data (for up to 40 years);
 - 8.3. **Legal & Regulatory Requirements.** We will retain your data for so long as we are required by law or regulatory requirements. These periods may change subject to the introduction of or amendment of statutes, regulations or caselaw.
- 9. **Data Pseudonymisation, Encryption & Anonymisation.** Royal Portrush Golf Club will, at the earliest opportunity, take measures to increase the security of your data using:
 - 9.1. **Pseudonymisation;** We will use these tools to increase data protection and reduce risk of a breach;
 - 9.2. **Encryption.** We will encrypt sensitive or special category data;
 - 9.3. **Anonymisation.** Once data is anonymised, you will not be able to request access to it as we will no longer be able to personally identify it.
- 10. **Data Protection.** Royal Portrush Golf Club has decided to put in place a number of safeguards to provide oversight of the data that it acquires and holds.
 - 10.1. **Executive Committee.** An Executive Committee member will hold, within their portfolio of responsibilities, oversight of data protection;
 - 10.4. **Officers & Managers.** Elected Officers and Managers will:

- 10.4.1. Implement, monitor and enforce data protection within the Club, irrespective of the functional area/responsibility;
- 10.4.2. Test security measures within their own departments/areas of responsibility to ensure their ongoing effectiveness;
- 10.4.3. Conduct DPIAs when considering the introduction of, or amendment to, an existing process to ensure that privacy is designed in as part of the programme or project outputs/outcomes.
- 10.4.4. Alert their line manager and the DPO, within 24 hours, to any data security breach that leads to or is caused by:
 - 10.4.4.1. Accidental or unlawful destruction;
 - 10.4.4.2. Loss;
 - 10.4.4.3. Alteration;
 - 10.4.4.4. Unauthorised disclosure of or access to, personal data transmitted, stored or otherwise processed.
- 10.4.5. Transmit within 72 hours, to the DPO, any:
 - 10.4.5.1. Request for access (Subject access request), which may be verbal, written or electronically submitted without delay;
 - 10.4.5.2. Request by a subject to exercise any of their other rights under GDPR, Data Protection Act 2018 (DPA 2018), or any other data protection legislation;
 - 10.4.5.3. Complaint by a data subject or their authorised representative.
- 10.4.6. Induct, train and develop their people to adhere to current data protection legislation related to written or electronic data;
- 10.4.7. Maintain the physical security of assets related to data protection;
- 10.4.8. Authorise the transfer, or sharing, of data in accordance with data protection legislation and Club policies.
- 10.5. **Data Protection Officer (DPO).** As a Club with many members, employees, and clients/suppliers, an individual will be appointed as DPO and hold this responsibility as part of their role and responsibilities. This individual will:
 - 10.5.1. Be independent and have no role in setting our data policies and procedures.
 - 10.5.2. Have direct access to the Chief Executive and be resourced in their role;
 - 10.5.3. Be developed to conduct the role;
 - 10.5.4. Scrutinise our policies, procedures and safeguards.
 - 10.5.5. Advise on Personal Information Assessments (PIA);
 - 10.5.6. Advise our Directors on data protection measures and risks;
 - 10.5.7. Coordinate training of our people in data protection procedures;
 - 10.5.8. Coordinate policies and procedures to safeguard electronic and “hard” copy information held by Royal Portrush Golf Club e.g. files, print-outs, CVs, written job applications, notebooks.
 - 10.5.9. Conduct audits on our policies and procedures to test their effective implementation including business continuity plans and data breaches;

- 10.5.10. Liaise with the Information Commissioner's Office or appropriate Supervisory Authority on changes in statutory/regulatory requirements and potential breaches in our safeguards;
- 10.6. **Information Systems Manager/Provider (ISM).** The ISM will:
- 10.6.1. Manage Electronic Information systems e.g. Computers and mobile devices capable of processing and storing electronic data;
 - 10.6.2. Electronic Storage devices, in the office and remotely sited;
 - 10.6.3. Manage electronic safeguards for our systems e.g. Firewalls, software updates, anti-virus etc
 - 10.6.4. Advise the DPO and Board on risks and protective measures;
 - 10.6.5. Coordinate training of our people in data protective procedures with DPO;
 - 10.6.6. Conduct audits on our electronic information systems to test their protection and detect unauthorised use/intrusions.
 - 10.6.7. Utilise servers within the EEA, and outside², to store your data that meet GDPR standards;
- 10.7. **Officers/Employees/Workers/Associates.** Respect for personal data sits at the core of our service provision. You should understand that individual officers, employees/workers and contracted associates have been trained in data security and have policies and procedures to follow if, and when, they release data. They have been made aware of their personal and corporate legal responsibilities in respect of:
- 10.7.1. Adhering to data protection legislation;
 - 10.7.2. Enforcing related Club policies and procedures;
 - 10.7.3. The physical protection of documentation and equipment storing data against theft, physical/electronic access, copying or observation of the personal information contained thereon;
 - 10.7.4. Acting in alignment with a data subject's consent and wishes.
- 10.8. **Clients & Suppliers.** Royal Portrush Golf Club will require clients and suppliers to sign a contract confirming their responsibilities for the protection of data shared with them, authorised by you, in accordance with data protection legislation. A template is at Annex D.
- 10.9. **Joint Controllers and Processors.** The obligations, responsibilities and liabilities of joint controllers and processors will be set out in contracts with joint controllers and processors.
- 10.10. **Contact Details for Responsible People.** The contact details of these individuals are shown at Annex A, to maintain the accuracy of our documentation.
11. **Consent.** When **Royal Portrush Golf Club** relies on your explicit consent to carry out processing operations, they will use a layered approach. This will involve:
- 11.1. **Verbally.** A representative advising you that:
 - 11.1.1. We require your consent and recording your agreement by date and time on our records;
 - 11.1.2. Where you can access the relevant data protection information;

² If stored outside UK and/or EEA, these servers will comply with the GDPR standard or EU Privacy Shield.
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- 11.1.3. Your rights to withdraw that consent at any time, which will be recorded;
 - 11.1.4. The specific use for the data that is gathered;
 - 11.1.5. Who the data will be shared with;
 - 11.1.6. How long it will be retained before erasure;
 - 11.2. Writing/Electronically.
 - 11.2.1. Completing an “opt-in” box;
 - 11.2.2. Where you can access the relevant data protection information;
 - 11.2.3. Your rights to withdraw that consent at any time, which will be recorded;
 - 11.2.4. The specific use for the data that is gathered;
 - 11.2.5. Who the data will be shared with;
 - 11.2.6. How long it will be retained before erasure;
 - 11.3. **Written.** This will be gathered, in electronic or hard copy, in a contract for services or Terms of Business Agreement, with the contractor or client company. These documents will explain the basis for processing, uses, recipients etc. They will not rely on Consent but utilise as the legal basis for processing, Contractual Obligation, Legal Obligation and/or Legitimate Interests.
 - 11.4. **Marketing Preferences: Electronic Assent.** In the case of marketing preferences, you will be asked to give electronic assent by confirming agreement with an “opt-in” box for email, post, text and postal correspondence. This will be renewed annually should you wish us to retain relevant information. We will require this to be submitted from an email address, uniquely identifiable to a person e.g. gerald@business.org.uk.
 - 11.5. **Young People.** Whilst our website is not directed to young people or vulnerable adults, Royal Portrush Golf Club will adhere to the age limits set in the Data Protection Act 2018. It will seek consent from legal guardians where the age limit is not met. In the case of vulnerable adults, the Club and its officers/managers will explain the subject’s rights in such terms as they can be understood and acknowledged by the individual unless vital interests are affected.
12. **Transfers of Data Outside UK.** Data will not be transferred outside the UK unless:
- 12.1. **Within EU/EEA.** You authorise it and the recipient satisfy the criteria set in the DPA 2018 and EU criteria as an “adequate” third-party country;
 - 12.2. **Outside EU/EEA.** You authorise it and the recipient satisfy the criteria set in the DPA 2018 and EU criteria as an “adequate” third-party country;
 - 12.3. **USA.** You authorise it and the recipient must be registered with the USA Department of Commerce under EU-US Privacy Bill;
 - 12.4. Your prior agreement will not be sought where the Club is acting under the direction of law enforcement bodies or the Courts.
13. **Retention Periods for Data.** As summarised in Clause 8 and fully set out in our Data Retention & Erasure Policy, Royal Portrush Golf Club will only retain the information necessary to conduct its contracted business and legal obligations with its client/s. Once information is irrelevant, it will be disposed of/destroyed/electronically erased in accordance unless there is a valid reason to retain it, to:
- 13.1. To meet our contractual obligations with you (normally up to 12 months after the cessation of a contract);

- 13.2. To meet statutory or regulatory obligations (normally up to 7 years);
- 13.3. For business purposes (normally up to 3 years).
14. Other Rights. Clients & Suppliers have other rights:
- 14.1. **Accuracy.** A client has the right that any information or data held, related to them, is accurate. It is the responsibility of the controller and/or processor to update such information once they become aware that it is inaccurate. Clearly, until a client/supplier or their agent, makes the processor aware of an inaccuracy, updating cannot be carried out.
- 14.2. **Access.** You have the right at any time to ask us for a copy of the information supplied by you that we hold with a Subject Access Request. We will ask you to verify your identity and may ask for more information about your request. We cannot release information that relates to other people or businesses as this would counter their privacy rights.
- 14.3. **Erasure.** You may request, at any time, that information related to you is erased/deleted from our database/records and we will comply so long as it does not prevent us from meeting our statutory or regulatory commitments. We will record your request and whether you do not wish to be contacted in the future: a record of objectors will be retained in a suppression list to remove the possibility of this occurring.
15. **“Cookies”.** A “cookie” is a commonly used automated data collection tool. They are small text files that are used to identify when you are browsing a particular website or open a HTML-formatted email. They can be used to detect what technology makes the website function more efficiently. You can choose to set your web browser to refuse cookies³, or alert you when cookies are being sent. These will allow us to:
- 15.1. Tailor information presented to you based on your browsing preferences e.g. language, geographical region;
- 15.2. Collect statistics regarding your visit to our website;
- 15.3. Provide Royal Portrush Golf Club with business and marketing information;
- 15.4. Improve our customer service: this information will allow us to improve the effectiveness of our website and emails;
- 15.5. Respond to information requests;
- 15.6. To send you emails in response to our request for periodic product/service information or advantage of marketing communications;
- 15.7. We may collect personal identification information from Users in a variety of ways, including, but not limited to, when Users visit our Site, register on the Site, subscribe to our mailing list, fill out a form, and in connection with other activities, services, features or resources we make available on our Site. Users may be asked for (as appropriate) **name, email address, mailing address and contact number/s.**
- 15.8. Users may, however, visit our website anonymously. We will collect personal identification information from Users only if they consent to share such information with us. Users can always refuse to supply personal identification information, except that it may prevent them from engaging in certain related activities.
- 15.9. To implement your request to initiate, amend or cancel communication between Royal Portrush Golf Club and you.

³ Cookies to include web beacons, pixel tags, scripts and similar technologies on our website and emails.

- 15.10. We may collect non-personal identification information about Users whenever they interact with our Site. Non-personal identification information may include the browser name, the type of computer and technical information about Users means of connection to our Site, such as the operating system and the Internet service providers' utilised and other similar information.
16. **Changes to our Privacy Policy.** This privacy policy may be changed by Royal Portrush Golf Club at any time. If we change our privacy policy in the future, we will advise you of changes or updates to our privacy policy *by a prominent notice on our website*. For a period of 30 days before, and at least 30 days after, the implementation date of any change, we will advise clients that there has been a change and refer them to the policy, which can be made available to clients in writing on request. Continued use of our website or our services after such changes will constitute your acceptance of such changes.
17. **Complaints.** Whilst you have the right to take a complaint about how we manage your data directly to the ICO, Royal Portrush Golf Club encourages you to raise any complaints initially with a Manager or the DPO. You will be issued an Incident Control Number to maintain data security and refer to throughout the complaint. You can contact Royal Portrush Golf Club or raise queries using the information at Clause 16.
18. **Queries.** If you have any questions about this Privacy and Cookie Policy, the practices of this site, or your dealings with this Site, please contact us at: info@royalportrushgolfclub.com or at the below address:

Chief Executive
Royal Portrush Golf Club
Dunluce Road
PORTRUSH
BT56 8JQ

CONTACT DETAILS FOR RESPONSIBLE PEOPLE & RESPONSIBILITIES

1. Data Controller:

Royal Portrush Golf Club
Dunluce Road
PORTRUSH
BT56 8JQ
Tel: +44 (0) [28 7082 2311](tel:+442870822311)

2. Council. The Council member with responsibility for the governance of data protection is:

(Council Member/Role)

Royal Portrush Golf Club
Dunluce Road
PORTRUSH
BT56 8JQ
Tel: +44 (0) [28 7082 2311](tel:+442870822311)

Email: (email address)

3. Data Protection Officer. The Data Protection Officer can be contacted as follows:

Data Protection Officer
Royal Portrush Golf Club
Dunluce Road
PORTRUSH
BT56 8JQ
Tel: +44 (0) [28 7082 2311](tel:+442870822311)
Email: (**email address**)

3. Responsibilities.

- a. Royal Portrush Golf Club: the “Data “Controller”;
- b. Our people (employees/workers) who gather, and use, the information operate under the instructions of our Data Controller;
- c. Associates who operate on our behalf are defined as “Data Processors”: they operate in accordance with our written instructions and are contractually required to adhere to the same standards of data protection as our employees/workers;
- d. Others who we are authorised, by you, to share information with are also defined as “Data Processors” including the providers of our Information System;
- e. Those others who also gather information independently, as well as sharing our information, or use that information to form professional opinions, or reach conclusions, become “Data Controllers” in their own right.
- f. In some circumstances, Royal Portrush Golf Club operates as data processors for other stakeholders/partners.

ANNEX B**GOODS/SERVICE SUPPLIERS: POSSIBLE PERSONAL INFORMATION GATHERED & HELD**

Serial	Data	Personal	Sensitive	Comments
1	Company/Business name			
2	Representative first name, surname and previous names (if used)	✓		Previous Names if necessary
3	Contact addresses, telephone numbers, email addresses	✓		Business: current & previous, last 5 years
4	Qualifications, Professional Memberships, Educational/Professional Development	✓		If relevant to business relationship: scanned copies of original certificates
5	Business References	✓		If sole trader/partnership
6	Photographic Image	✓		If services/deliveries to Residential premises
7	Bank Details		✓	Encrypted
8	Credit Reference Check		✓	If necessary
9	Insurance Certificates	✓		PLI/ELI/PII as required
10	AccessNI		✓	If Applicable

CLIENTS: POSSIBLE PERSONAL INFORMATION GATHERED & HELD

Serial	Data	Personal	Sensitive/ Special Category	Comments
1	Account Number	✓		
2	Client's name	✓		If corporate
3	Representative first name, surname and previous names (if used)	✓		
4	Service Contract	✓		If Applicable
5	Contact details for those approving payments	✓		If Applicable
6	Bank Details of Client		✓	If Applicable
7	Business References	✓		If sole trader/partnership
8	Credit Reference Check		✓	If necessary
9	Name of person holding financial authority	✓		If Applicable
10	Insurance Certificates	✓		PLI/ELI/PII/Motor Insurance etc (as required by law)
11	Booking Forms	✓	✓	
13	Client's contact address, telephone numbers, email address/es	✓		
14	Emergency Contact Details	✓		
17	Bank Details		✓	
19	Minutes of relevant Meetings	✓		
20	Correspondence/Investigations re Service Planning, Delivery & Evaluation	✓		
21	Safeguarding (Young/Vulnerable)		✓	

CONTRACT FOR DATA PROCESSORS

This contract (the “Contract”) dated day of (month), (year).
 BETWEEN:

.....
 (the "Data Controller" and “Client”)
 AND

 (the “Data Processor” and “Contractor”)

1. Definitions.

1.1. In this contract, the following definitions apply:

"Contractor"	means a business that provides services to the Client (and save where otherwise indicated, includes any officer, employee or representative thereof). The business may be a public or private, limited or unlimited, company; sole trader, or partnership.
"Charges"	means the rate or schedule of charges set out in Clause 10.1 agreed for the provision of services in Clause 2
"Client"	means any officer of the business authorised to represent the Data Controller whose address is shown at Clause 23.1
“Data Protection”	means the Data Protection Act 1998 (DPA), Privacy & Electronic Communication Regulations 2016 (PECR), General Data Protection Regulations 2016 (GDPR) & Data Protection Act 2018 (DPA 2018) and any amendments to this or other data/information protection legislation.
“Data Subject”	means a living person about whom data or information can be attributed.
“Data Processing”	means the gathering, input, analysis, filtering, conversion, storage, updating, sharing or destruction and any combination of these activities.
“Personal, Sensitive, Ethnic, Health, Religious, Political, Lifestyle”	As defined in the EU General Data Protection Regulations 2016.
“Trades Unions”	means membership of a registered Trades Union.
“Financial”	Means financial information related to a living person.

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“Criminal”	Means information related to the criminal history of a living person.
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- 2. The Contractor agrees to engage the Client to:
 - 2.1. Provide the data processing services set out in Clause 22 for the period set out in Clause 23 or until directed otherwise by the Client;
 - 2.2. Process the data set out in Clause 22 only for the reasons described in Clause 24.

Term of Agreement.

- 3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
- 4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days' written notice to the other Party.
- 5. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
- 6. This Agreement may be terminated at any time by mutual agreement of the Parties.
- 7. Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.

Performance

- 8. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

- 9. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP.

Payment

- 10. The Contractor will charge the Client for the Services as follows (the "Payment"):
 - 10.1. In accordance with the charges set out at Schedule One.
 - 10.2. Invoices submitted by the Contractor to the Client are due within 30 days of receipt.
 - 10.3. The Contractor will be responsible for all tax liabilities or similar contributions relating to the Payment and the Contractor will indemnify the Client in respect of any such payments required to be made by the Client.

Reimbursement of Expenses

- 11. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.
- 12. All expenses must be pre-approved by the Client.

Penalties for Late Payment

- 13. Any late payments will trigger a fee of 8% plus bank base rate per month on the amount still owing.

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Confidentiality

14. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
15. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
16. All electronic, written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

Ownership of Intellectual Property

17. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement from the original data, or as the result of data processing, will be the property of the Client.
18. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Client.

Return of Property

19. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

20. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

Notice

21. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:
 - 21.1. Client: ;
 - 21.2. Contractor: ;or to such other address as either Party may from time to time notify the other.

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Processing Services

22. The type of processing undertaken is set out at Schedule 2.
23. The processor undertakes to:
 - 23.1. Only act on the written instructions of the data controller, unless otherwise directed by law, which includes:
 - 23.1.1. Securely processing and protect the personal data categorised in Clause 28;
 - 23.1.2. Maintaining records of its processing activities;
 - 23.1.3. Deleting and/or destroying all personal data before, during or after processing so that it cannot be recovered by the processor, its employees and/or agents or any third-party;
 - 23.1.4. Returning all personal data to the controller before, during or after processing;
 - 23.2. Ensure its employees, or workers, will not disclose any data associated with the processing task or original data to any third party;
 - 23.3. Protect the data before, during and after processing including:
 - 23.3.1. Designing privacy and protection into the data processing systems utilised.
 - 23.3.2. Ensuring security of processing systems;
 - 23.3.3. Notification of personal data breaches to the controller and supervisory authority;
 - 23.3.4. Conduct of data protection impact assessments;
 - 23.4. Only engage a sub-processor with:
 - 23.4.1. The prior consent of the data controller;
 - 23.4.2. A written contract governing processing in accordance with current data protection legislation;
 - 23.5. Actively assist the data controller if a data subject:
 - 23.5.1. Makes a Subject Access Request;
 - 23.5.2. Exercises their rights under current data protection legislation;
 - 23.6. Immediately submit to requests by the data controller for:
 - 23.6.1. Audits and inspections by the data controller or their nominated auditor/inspector;
 - 23.6.2. Information/data to demonstrate compliance with:
 - 23.6.2.1. Current data protection legislation;
 - 23.6.2.2. Article 28 obligations;
 - 23.6.2.3. Notification of any contravention of data protection legislation of the EU, UK or another EU member state.
24. This contract does not relieve the processor, under current data legislation, of its:
 - 24.1. Responsibilities;
 - 24.2. Liabilities.
25. If the data processor fails to meet its obligations under current data protection legislation, it will:
 - 25.1. indemnify the data controller in respect of any liabilities arising from the processors' actions and omissions that result in contravention of current data legislation and/or damage to data subject/s interests, financial and/or other;
 - 25.2. Compensate parties injured as the result of such failings;
 - 25.3. Adhere to the requirements of current data protection legislation, including the appointment of people to the required roles under Articles 27 (EU representative) and 37 (Data Protection Officer);
 - 25.4. Comply with the supervisory authorities in any investigative and corrective actions.
26. The Client retains the obligations and responsibilities of a Data Controller in respect of responsibilities under the Data Protection Act. The Client will provide access to the Contractor with data in a suitable form for processing.
27. Processed data remains the property of the data subject/s and the principal custodian will be the Client. The Contractor will provide evidence of processing activity undertaken. The Contractor is responsible for payment of any licensing fees to any regulatory body associated with the data processing.

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- 28. The contractor is responsible for maintaining appropriate Professional Indemnity (and Liability) Insurance in respect of all of their activities and shall provide the client with a copy of the certificate at the start of the contract.
- 29. The Contractor undertakes to complete the data processing by (date).
- 30. The Contractor undertakes to abide by (Company’s) policy and procedures and not bring the name of the business into disrepute.

Modification of Agreement

- 31. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

Time of the Essence

- 32. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

- 33. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.
- 34. Entire Agreement. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

- 35. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

Titles/Headings

- 36. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

- 37. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include other genders.

Governing Law

- 38. This Agreement will be governed by and construed in accordance with the laws of Northern Ireland.

Severability

- 39. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

- 40. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

LAST LINE

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I confirm I am authorised to sign this contract for, and on behalf of, the Client.	
Signed Above for and on behalf of the Client	
[AUTHORISED PERSON NAME IN BLOCK CAPITALS BELOW]	
Email Address:	Telephone:
Date:	
Signed on behalf of (Contractor Business)	
[AUTHORISED PERSON NAME IN BLOCK CAPITALS BELOW]	
Email Address:	Telephone:
Date:	

N.B. Copies of Signed Agreement to be retained by:
Client
Contractor Business

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SCHEDULE A FEES & CHARGES (If Applicable)

A-1. The Fees and Charges (exclusive of VAT), referred to in Clause 10 shall be calculated⁴ as follows:

A1.1. Fixed Cost of £

A1.2. Activity Based Cost, calculated as follows:

⁴ The rate of this fee may vary from contract to contract; it is the client's responsibility to clarify if there is any doubt.

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SCHEDULE B dated (day) (month) (year)

B-1. The data being processed is categorised as (tick ✓ as appropriate):

Origin	Public	Personal (1)	Commercial (2)	Financial (3)	Criminal (4)	Sensitive (5)	
Ethnic/Racial (6)	Trades Union (7)	Sexual Lifestyle or Orientation (8)	Health (9)	Political (10)	Religious or Philosophical (11)	Genetic (12)	Biometric (13)

B-2. The processing activities undertaken will be:

- B2.1. ;
- B2.2. ;
- B2.3. ;
- B2.4. ;
- B2.5. ;

B-3. The processor agrees that the data identified in B-1, shared by the data controller, will be securely processed (B-2) as shown below (columns b-f) for the following uses (column g) and retained for the period stated (column h) unless otherwise directed by the data controller.

Data Categories (see brackets at B-1)	Processing Activities (B)					Used for (g)	Processing Time (h)		
	2.1 (b)	2.2 (c)	2.3 (d)	2.4 (e)	2.5 (f)		Yrs	Mths	Days
(a)									

Authorised to sign for and on behalf of (Client/Controller)	Authorised to sign for and on behalf of (Contractor/Processor)
Name(Block Capitals)	Name(Block Capitals)
Date:	Date: