

DATA PROCESSING TERMS

Part 1

Operative provisions

1 Definitions

1.1 In these Data Processing Terms:

Data Protection Laws means, as binding on either party or the Services:

- (a) the GDPR;
- (b) the Data Protection Act 2018;
- (c) any laws which implement any such laws; and
- (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing,

and the terms "Personal Data", "process/processing", "Data Subject(s)", "Controller", "Processor", and "Personal Data Breach" shall have the meanings given in the Data Protection Laws from time to time;

GDPR means the General Data Protection Regulation, Regulation (EU) 2016/679, including as retained in UK law;

Protected Data means Personal Data received from you or on your behalf of, or accessed by us, in connection with our performance of the Services; and

Sub-Processor means any agent, subcontractor or other third party (excluding its employees) engaged by us for carrying out any processing activities in respect of the Protected Data.

2 Compliance with Data Protection Laws

2.1 In relation to the Protected Data, you act as the Controller and we act as a Processor. You agree to comply with all Data Protection Laws in connection with the processing of Protected Data and, in particular, will ensure that all instructions given to us in respect of Protected Data shall comply with Data Protection Laws.

2.2 We will process the Protected Data in compliance with Data Protection Laws and these Data Processing Terms.

3 Instructions

3.1 We shall process the Protected Data in accordance with Part 2 of these Data Processing Terms and the Contract (including when making any transfer to which paragraph 7 below relates), except to the extent:

- 3.1.1 that alternative processing instructions are agreed between the parties in writing; or
- 3.1.2 otherwise required by applicable law (and we shall inform you of that legal requirement before processing, unless applicable law prevents us doing so on important grounds of public interest).

3.2 If we believe that any instruction received from you is likely to infringe the Data Protection Laws we will promptly inform you and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.

4 Security

Taking into account the state of technical development and the nature of processing, we shall implement and maintain appropriate technical and organisational measures to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access. You are responsible for maintaining your own security measures in relation to your access to and use of the Protected Data.

5 Sub-processing

5.1 We may use Sub-Processors in connection with the performance of the Services, subject to the following terms:

- 5.1.1 each Sub-Processor carrying out processing activities in respect of the Protected Data shall be appointed under a written contract containing materially the same obligations as under these Data Processing Terms;
- 5.1.2 we shall remain fully liable to you under the Contract for all the acts and omissions of each Sub-Processor as if they were our own; and
- 5.1.3 we shall promptly notify you of any proposed additional or substitute Sub-Processor and give you a reasonable opportunity to object to the same.

6 Assistance

6.1 We shall (at your cost) assist you in ensuring compliance with your obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to us.

6.2 We shall (at your cost) taking into account the nature of the processing, assist you (by appropriate technical and organisational measures), insofar as this is possible, in fulfilling your obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.

7 International transfers

We may transfer the Protected Data to Sub-Processors based outside of the UK/EEA. We shall ensure that any such transfer complies with Data Protection Laws, for example (and without limitation), through making the transfer subject to appropriate safeguards. We shall, at the your request, provide you with such information as is reasonably requested in respect of any such transfer.

8 Audits and processing

We shall, in accordance with Data Protection Laws, make available to you such information that is in our possession or control and as is necessary to demonstrate our compliance with the obligations under these Data Processing Terms and those imposed by Article 28 of the GDPR (and any equivalent Data Protection Laws), and allow for and contribute to reasonable audits by you (or an auditor mandated by you) for this purpose (subject to a maximum of one audit request in any 12-month period under this paragraph 8).

9 Breach

We shall notify you without undue delay (and in any event within forty-eight (48) hours) and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.

10 Deletion/return and survival

On the end of the provision of the Services relating to the processing of Protected Data, at the your cost and option, we shall either return all of the Protected Data to you or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires us to retain such Protected Data.

Part 2

Data processing details

Processing of the Protected Data under the Contract shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in this Part 2.

1. SUBJECT-MATTER OF PROCESSING:

Processing the Protected Data in order to provide the Services described in the Contract.

2. DURATION OF THE PROCESSING:

The duration of the applicable Services, subject to any retention as per our retention policies and in accordance with Data Protection Laws.

3. NATURE AND PURPOSE OF THE PROCESSING:

The recording, structuring, organisation, storage, retrieval and use of Protected Data in connection with the provision of, access to and use of the Services.

4. TYPE OF PERSONAL DATA:

Name, address, age, date of birth, contact information, job title, payment information, likeness, and such other data as may be captured and/or held by us in connection with the Services.

5. CATEGORIES OF DATA SUBJECTS:

Your employees, contractors, keyholders, visitors, and individuals captured on CCTV or other recordings managed or monitored via the Services.