



SMART 5 Consulting Limited

Data Protection Policy

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DATA PROTECTION GDPR

DEFINITIONS

Data Protection Legislation: (i) unless and until the GDPR is no longer directly applicable in the UK, the Data Protection Act (2018) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018.

1. DATA PROTECTION

- 1.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 1 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 1.2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and the Provider is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation). [Schedule 16 sets out the scope, nature and purpose of processing by the Provider, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, Personal Data) and categories of Data Subject.]
- 1.3. Without prejudice to the generality of clause 1.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Provider for the duration and purposes of this agreement.
- 1.4. Without prejudice to the generality of clause 1.1, the Customer shall, in relation to any Personal Data processed in connection with the performance by the Provider of its obligations under this agreement:
 - 1.4.1. Process that Personal Data only on the written instructions of the Customer unless the Provider is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Provider to process Personal Data (Applicable Laws). Where the Provider is

relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Provider shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Customer;

- 1.4.2. Ensure that it has in place appropriate technical and organizational measures, reviewed and approved by the Customer, to protect against unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organizational measures adopted by it);
- 1.4.3. Ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 1.4.4. Not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - 1.4.4.1. The Customer or the Provider has provided appropriate safeguards in relation to the transfer;
 - 1.4.4.2. The data subject has enforceable rights and effective legal remedies;
 - 1.4.4.3. The Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

- 1.4.4.4. The Provider complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
 - 1.4.5. Assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 1.4.6. Notify the Customer without undue delay on becoming aware of a Personal Data breach;
 - 1.4.7. At the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and
 - 1.4.8. Maintain complete and accurate records and information to demonstrate its compliance with this clause [1.4] [and allow for audits by the Customer or the Customer's designated auditor].
- 1.5. The Customer consents to the Provider appointing Smart 5 Consulting Ltd as a third-party processor of Personal Data under this agreement. The Provider confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement [substantially on that third party's standard terms of business or incorporating terms which are substantially similar to those set out in this clause. As between the Customer and the Provider, the Provider shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause.
- 1.6. The Provider may, at any time on not less than 30 days' notice, revise this clause 1.5 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).

2. Schedule Processing, Personal Data and Data Subjects
 - 2.1. Processing by the Provider
 - 2.1.1. Business, Operations, Accounting and Key personnel contact details for the Customer as required by the Provider to deliver contracted services.
 - 2.1.2. Systems passwords and access delegated for management purposes of the Customers systems to allow the Provider to deliver contracted services.
 - 2.2. Scope

Business, Operations, Accounting and Key personnel contact details for the Customer to allow the Provider to deliver agreed services as laid out in contracted Service schedules.

This information is held in confidence and is restricted to approved internal staff only and used to facilitate contracted Customer services by the Provider .

Systems passwords and access delegated for management purposes of the Customers systems to allow the Provider to deliver contracted services. The Provider requires these details to be used during operations to meet its contracted services as outlined in the Service Agreement.
 - 2.3. Nature

All Customer data is used to provide contracted services, facilitate communication and fulfil contractual requirements. These records are held at Customer request or legal requirement for the duration of the contract for services or in compliance with other legal exemption requirements
 - 2.4. Purpose of processing

To facilitate communication and access to the correct personnel, locations or systems to deliver Customer contracted services by the Provider.
 - 2.5. Duration of the processing

36 Months from the commencement of the agreed service Provider contract with 24 month extensions from any auto renewal dates.

3. Types of data and categories of data subjects

3.1. Types of personal data

3.1.1. Name (Forename, Middle, Surname(s))

3.1.2. Location Business Address(es)

3.1.3. Business EMail Address(es)

3.1.4. Personal EMail Address(es)

3.1.5. Business Telephone Number(s)

3.1.6. Business Fax number(s)

3.1.7. Mobile Numbers

3.1.8. Web Site

3.1.9. Delegated Systems Access information provided by The Customer

3.1.10. Passwords for systems The Provider is required to support as part of the Customer agreed services.

3.1.11. Credit card and banking details provided by Customer to allow the Provider to perform operation of selected systems during fulfillment of The Providers contracted services.

3.1.12. Bank details for payment purposes

3.2. Categories of data subject

3.2.1. Employee management data

3.2.2. Contractor management data

3.2.3. Contracted service management data

3.2.4. Volunteer management data