THE DATA PROCESSOR
TERMS & CONDITIONS

Pollards

Since 1781

Pollards T&C's - The Data Processor

This is section 16 of the Data Protection Policy of William Pollard & Co Ltd (The Company) whereas the conditions referred to in this section also stand alone in setting out The Company's terms and conditions for undertaking data processing work ("the Service") on behalf of its clients, particularly where *"the Service"* is for sorting data and mailing on behalf of clients. In such cases the Client will always be the Data Controller, consequently it is their responsibility to seek these and any appropriate conditions and information about the processes used by The Company, ahead of any commission or order they may issue to The Company. All relevant words and phrases shall have the same meaning as that used in the Data Protection Act 1998 and GDPR Regulations 2016/679.

16.1 It is implicit within these terms and conditions that the Client is the Data Controller and shall have complied with the Data Protection Act 1998 and GDPR Regulations 2016/679 and cannot abrogate any of the responsibilities of this role to the Data Processor (*The Company*).

16.2 Where a client (*The Data Controller)* has commissioned or so ordered The Company to provide "the Service" for them which requires The Company to act as Data Processor, the issuing of that order or commission by the Client, and its subsequent acceptance by The Company must be accompanied by a singular contract for the processing of said data alone as per GDPR Article 28.3.

16.3 The Data Processor as user of the data will be receiving from the Data Controller, personal data regarding the Data Controller's business, or that of their clients (*"the Personal Data"*) and will process said data only as set out by the documented instructions in the pursuant contract as per 16.2 of this agreement and will be processing the same for the purposes of personalised mailing, marketing and information (*"the Service"*) solely on behalf of and by direction of the Data Controller.

16.4 The Client will within the documented contract provide instructions and information to The Company of the following:

- The consent that the data has been compiled under
- The subject matter and purpose of the processing
- Type of personal data
- Categories of data subject
- Duration of processing and required date for destruction of the data. Where no date has been indicated we will hold the data prior to destruction for a period of 60 days from invoice as set out in section 16.26.

16.5 Furthermore, in accepting the Client's order or commission, the Client as Data Controller will be deemed by The Company to have, accessed, read, and agreed The Company's Data Protection policy.

16.6 The Client as Data Controller also acknowledges and confirms that The Company acting as Data Processor provide sufficient guarantees in implementation, technical and organisational measures that meet the requirements for processing Personal Data as set out in the GDPR regulation and ensure the protection of the rights of the data subject.

16.6 The Client as Data Controller also acknowledges and confirms that The Company acting as Data Processor provide sufficient guarantees in implementation, technical and organisational measures that meet the requirements for processing Personal Data as set out in the GDPR regulation and ensure the protection of the rights of the data subject.

16.7 In the instance where a third party (Sub-Contractor) is required either in part or as a whole as may be required to complete *"the Service"* The Company will in the first instance notify the Client of this requisite and will not proceed with any processing of the data until the Client as Data Controller has given either express prior consent or written authorisation to do so (*as per Article 28.2* of the GDPR Regulations 2016/679).

16.8 Any third parties or sub-contractors used by The Company for processing *"the Personal Data"* will have first been assessed by The Company through its ISO9001-2015 Quality Management System as compliant with the Data Protection Act and registered as such. And are also compliant with *Article 28* of the GDPR Regulations 2016/679 and all other relevant governance under this and other compliance thereof.

16.9 Any third party sub-contracted to provide processing as part of *"the service"*, will only do so under formal singular contract. The data will only be processed as set out in the originating documented instructions as per 16.2 of this agreement.

16.10 The sub-contractor agrees to be in acceptance and pursuant to the contract as set out by the originating Data Controller and bound by the same data protection obligations as set out in the originating contract or legal obligations as that of The Company.

COMPLIANCE

16.11 The Company as Data Processor hereby confirms that it is registered in accordance with and pursuant to the Data Protection Act 1998 and shall maintain all necessary registrations and notifications required under the Data Protection legislation and GDPR Regulations 2016/679 in respect of any *"Personal Data"* which it processes.

16.12 The Company as Data Processor is compliant with the IASME Governance. A copy of this certification can be made available on request and confirmation of can we obtained from **www.iasme.co.uk**.

16.13 The Company as Data Processor is compliant with the requirements of the Cyber Essentials Scheme. A copy of this certification can be made available on request and confirmation of can we obtained from **www.cyberessentials.ncsc.gov.uk**.

16.14 The Company has an appointed Data Protection Officer in accordance with *Article 37* who can be contacted via the **dataprotectionofficer@pollardsprint.co.uk**

PROCESSING

16.15 The Company will only accept "Personal Data" that has been supplied through our Secure Data Portal [**data.pollardsprint.co.uk**]. Here you will also be asked to provide and / or confirm:

i) Authorisation to process the provided *"Personal Data"*

ii) The consent the data has be complied under

iii) Provide us with the contract pertaining to the *"Personal Data"* being processed

16.16 The Company has committed to ensuring its employees and further Sub-Contractors are compliant with Data Protection Laws and are duly trained on their obligations in relation to processing of Data.

16.17 The Company (within 16.16) has taken reasonable steps to ensure the reliability of its employees and of its and Sub-Contractors employees so only those individuals are limited to the processing of Data pursuant to the originating contract.

16.18 The Company has in place appropriate technical and organisational data security measures and levels of security appropriate to the nature of *"the Personal Data"* in particular the risk that might result from any unauthorised or unlawful processing and/ or disclosure, accidental loss, destruction of or damage to such *"Personal Data"*.

16.19 The Company will maintain electronic records evidencing compliance with the obligations for processing Data.

16.20 Neither The Company nor any third party with whom it contracts or who processes *"the Personal Data"* on its behalf for the Data Controller shall be responsible for any acts or omissions in so far as commercial and or consequential losses brought about or caused by the processing of "the Personal Data" to deliver *"the Service"*.

16.21 The Company and any third party it contracts with to processes *"the Personal Data"* on its behalf, for the Data Controller, shall each be separately responsible for their own acts and failures to comply with Data Protection legislation brought about through their provision of *"the Service"*; any such acts, service failures, and liabilities must be first determined according to the Regulatory Action Policy of the Information Commissioner's Office.

16.22 Taking into account the nature of the processing, The Company will assist the Data Controller by means of, appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the controller's obligation to respond to requests for exercising the data subject's rights.

16.23 The Company will assist the Data Controller in ensuring compliance with the obligations pursuant to *Articles 32 to 36* taking into account the nature of processing and the information available to the processor.

NOTIFICATION OF PERSONAL DATA BREACH

16.24 The Company will in the case of a data breach, notify the Data Controller without undue delay and no later than 72 hours after becoming aware of the instance. This notification shall contain:

- A description of the nature of the breach of personal data, the categories and number of data subjects concerned, categories and number of personal data records concerned.

- The name and contact details of the Data Protection Officer and or other contact point.

- The consequences of the personal data breach.

- Measures taken or proposed to be taken by the controller to address the personal data breach and measures to mitigate possible adverse effects where applicable.

- In the event of the The Company being unable to communicate all information relating to a data breach the Sub-Contractor will report the information known and make available the ensuing relevant information as soon as it is available.

- In the instance of a Data Breach The Company will co-operate fully with the Data Controller, taking steps to assist in the investigation, mitigation and remediation of said Data Breach.

TERMINATION OF CONTRACT

16.25 Upon expiration or termination of the pertaining contract or termination of processing services, The Company will destroy all Data Records and complete and sign a Notification of Secure Destruction and return this to the Data Controller. Where legislation imposed prevents return or destruction of all or part of the Data, The Company will guarantee complete confidentiality and agrees to no further processing of the Data in any form.

16.26 Where no date of destruction has been documented within the originating contract, The Company will destroy all Data Records and complete and sign a Notification of Secure Destruction and return to the Data Controller 90 days after payment of invoice. Where legislation imposed prevents return or destruction of all or part of the Data, The Company will guarantee complete confidentiality and agrees to no further processing of the Data in any form.

16.27 Either 16.25 or 16.26 Termination shall mean that this individual contract or commission has been fulfilled and full payment received by The Company.

In provision of contract and its acceptance, the parties agree to all of the terms stated above and act in accordance to the rules and regulations as per the Data Protection Act 1998 and GDPR Regulations 2016/679.

Authorised by: The Data Protection Officer, William Pollard & Co (Policy active from July 2015)

Pollards
Since 1781

If you need help with GDPR for your mailings, please get in touch on:
sales@pollardsprint.co.uk | 01392 445 333 | pollardsprint.co.uk/gdpr