

DATA PROTECTION TERMS OF BUSINESS ADDENDUM

The terms “Controller”, “Data Subject”, “Processor”, “Processing” and “Personal Data” have the meaning set out in the Data Protection Act 1998, or, from the date it comes into force in the UK, the General Data Protection Regulation (EU) 2016/679 (as applicable) and any other laws relating to the protection of personal data and the privacy of individuals (“Data Protection Legislation”) in relation to data that are Processed under this Agreement.

To the extent that either party acts in its capacity as a Controller, the parties shall:

- ensure that they have a legal basis (or a “processing condition” as referred to in Data Protection Legislation) to process any relevant shared Personal Data;
- in respect of the relevant shared Personal Data, ensure that their privacy notices are clear and provide sufficient information to the Data Subjects for them to understand what of their Personal Data the disclosing party is sharing with the receiving party, the circumstances in which it will be shared, the purposes for the data sharing and either the identity of the receiving party or a clear description of the type of organisation that will receive the Personal Data;
- undertake to inform the Data Subjects, in accordance with Data Protection Legislation, of the purposes for which the party will Process Personal Data and provide all of the information necessary to ensure that the Data Subjects understand how their Personal Data will be processed by the receiving party;
- not retain or process the shared Personal Data for longer than is necessary to carry out the relevant purpose (“Purpose”) and delete the relevant Personal Data when the Purpose is complete;
- notify the other party as soon as reasonably practicable after becoming aware of a Security Breach (even if such breach has not yet been fully investigated); and (where applicable) handle any Security Breach, in an expeditious and compliant manner.

To the extent that Carter Jonas acts as a Processor, Carter Jonas shall in particular:

- process the Personal Data only to the extent necessary for the purpose of providing the Services and in accordance with any written instructions from the Client and this paragraph;
- implement and maintain appropriate technical and organisational measures in accordance with the relevant data protection legislation to ensure a level of security appropriate to the risks that are presented by such Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing and the likelihood and severity of risk in relation to the rights and freedoms of the Data Subjects;
- not transfer the Personal Data outside of the EEA;
- ensure that any employees or other persons authorised to Process the Personal Data are subject to appropriate obligations of confidentiality;
- not engage any third party to carry out its Processing obligations under this Agreement without letting the Client know and ensuring that such third parties will be subject to Processing obligations equivalent to those set out in this paragraph;
- as soon as reasonably possible and without undue delay notify the Client about any request (including subject access request) or complaint received from Data Subjects without responding to that request (unless authorised to do so by the Client) and assist the Client by technical and organisational measures, insofar as possible, for the fulfilment of the Client’s obligations in respect of such requests and complaints;
- notify the Client without undue delay as soon as it becomes aware of any breach in data security;

- maintain appropriate records and information in compliance with Data Protection Legislation and on request by the Client make available such records and information necessary to demonstrate Carter Jonas's compliance with these provisions; and
- on termination or expiry of this Agreement, destroy or return (as the Client directs) all Personal Data in its power, possession or control and delete all existing copies of such data except to the extent Carter Jonas is required to retain a copy the Personal Data by law.

We may include your details on our client management database and we may use this to send you items of interest from time to time. If you wish to amend or request that we delete the data we hold please email datamanagement@carterjonas.co.uk.