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CONDITIONS OF CONTRACT FOR SERVICES

No terms or conditions submitted at any time by the Contractor shall form any part of the Contract. In the event of a conflict between any of these Conditions and any specific term or condition (whether in the main Contract or otherwise) referred to in the Purchase Order, the latter shall prevail.

1. DEFINITIONS

1.1 In these Conditions:

'Charges'	means the Charges for the services as agreed between the parties Schedule 2;
'Client'	means the Trust and School named in the Purchase Order;
'Contract'	means the contract between the Client and the Contractor consisting of the Purchase Order, these Conditions, the Invitation to Tender and any other documents (or parts thereof) specified in the Purchase Order;
'Contractor'	means the person, firm or company who is to provide the Service under the Contract
'FOIA'	means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;
'Premises'	means the location where the Services are to be performed, as specified in the Purchase Order;
'Property'	means the property, other than real property, issued or made available to the Contractor by the Client in connection with the Contract.
'Purchase Order'	means the document setting out the Client's requirements for the Contract;
'Request for Information'	means a request for information or an apparent request under the Freedom of Information Act
'Services'	means the services to be provided as specified in the Purchase Order and shall, where the context requires, include any and all materials, articles and goods to be supplied under the Contract;
'Staff'	means the Contractor and its employees, agents, representatives and sub-contractors;
'Working Day'	means any day other than a Saturday, Sunday or public holiday in England and Wales.

1.2 The headings in these Conditions are for convenience only and shall not affect its construction or interpretation.

2. VARIATION OF THE SERVICES



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- 2.1 These Conditions may only be varied with the written agreement of the Client.
- 2.2 The performance of Services by the Contractor pursuant to the Purchase Order shall constitute acceptance of these Conditions where acceptance has not previously been communicated.
- 2.3 The Client reserves the right by notice to the Contractor to vary the Services and any alteration to the Contract price or the completion date arising by reason of such modification shall be agreed between the parties and evidenced in writing.

3. INSPECTION OF PREMISES AND NATURE OF SERVICES

- 3.1 The Contractor is deemed to have inspected the Premises before tendering so as to have understood the nature and extent of the Services to be carried out and satisfied itself in relation to all matters connected with the Services and Premises.
- 3.2 The Client shall, at the request of the Contractor, grant such access to the Premises as it may deem to be reasonable for the purpose of the Services.
- 3.3 The Contractor shall not in any way be relieved from any of its obligations under the Contract on the ground that information is incorrect or insufficient and the Contractor shall make its own assessment as to the accuracy and adequacy of the information provided in relation to the Contract.

4. CONTRACTOR'S STATUS

In carrying out the Services the Contractor shall act as an independent Contractor, and as principal and not as the agent of the Client and nothing in the Contract shall create the relationship of employer and employee, principal and agent or a partnership. Accordingly:

5. CONTRACTOR'S PERSONNEL

- 5.1 The Contractor shall take all reasonable steps to satisfy itself that its employees or sub-contractors (or their employees) are suitable in all respects to perform the Services.
- 5.2 The Contractor shall immediately notify the Client if they have any concerns regarding the propriety of any of its sub-contractors in respect of work/services rendered in connection with this Contract.
- 5.3 The Contractor, its employees and sub-contractors (or their employees), whilst on the Client's premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time.
- 5.4 The Contractor shall ensure the security of all the Property whilst in its possession, during the supply of the Services, in accordance with the Client's reasonable security requirements as required from time to time.

6. MANNER OF CARRYING OUT THE SERVICES

- 6.1 The Contractor shall make no delivery of materials, plant or other equipment to nor commence any work on the Premises without obtaining the prior consent of the Client.



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- 6.2 Access to the Premises shall not be exclusive to the Contractor but only such as shall enable it to carry out the Services concurrently with the execution of work by others. The Contractor shall co-operate with such others as the Client may reasonably require.
- 6.3 The Client shall have the power at any time during the progress of the Services to order in writing:
- 6.3.1 The removal from the Premises of any materials which in the opinion of the Client are either hazardous, noxious or not in accordance with the Contract; and/or
 - 6.3.2 Substitution of proper and suitable materials; and/or
 - 6.3.3 The removal and proper re-execution, notwithstanding any previous test of any work of interim payment for such work which, in respect of material or workmanship, is not in the sole opinion of the Client in accordance with the Contract.

7. TIME OF PERFORMANCE

- 7.1 The Contractor shall begin performing the Services on the date stated in the Purchase Order and shall complete or continue to perform the Services for the period stated in the Purchase Order. Time for performance of the Services shall be of the essence for the purposes of the Contract. The Client may by written notice require the Contractor to execute the Services in such order as the Client may decide. In the absence of such notice the Contractor shall submit such detailed programmes of work and progress reports as the Client may from time to time require.
- 7.2 Failure by the Contractor to adhere to any provision as to time contained in the Purchase Order shall entitle the Client at its option to terminate the Services (in whole or in part) under the Contract. The Client shall be entitled to exercise its option at any time notwithstanding that it has waived any delay, unless a written extension of time has been given to the Contractor by the Client and the time of any extension has not elapsed. Failure by the Client to exercise its option to terminate in respect of any part of the Contract shall not be deemed to constitute a waiver with respect to any subsequent part.

8. WARRANTIES

- 8.1 The Contractor warrants and represents to the Client that the Contractor and its Staff:
- 8.1.1 Are properly trained, qualified, and adequately skilled and competent to the levels necessary to undertake the Services; and
 - 8.1.2 Shall undertake the Services in a workmanlike manner using reasonable skill, care and expertise to be expected on a competent Contractor using good industry practice.
- 8.2 The Client will be relying upon the Contractor's skill, expertise and experience in the performance of the Services and also upon the accuracy of all representations or statements made and any advice given by the Contractor in connection with the performance of the Services.
- 8.3 The Contractor shall ensure that any goods procured for the purposes of the Services shall be of satisfactory quality, fit for their purpose and be free from defects in materials and workmanship.

9. PAYMENT



Star

- 9.1 The Client undertakes to pay valid invoices within 30 days of receipt from the day of electronic arrival at the nominated address of the Client.
- 9.2 A valid invoice is one that is:
 - 9.2.1 Delivered in timing in accordance with the contract;
 - 9.2.2 That is for the correct sum;
 - 9.2.3 In respect of goods / services supplied or delivered to the required quality (or are expected to be at the required quality);
 - 9.2.4 Which quote the relevant purchase order / contract reference (where used);
 - 9.2.5 Which has been delivered to the nominated address.
- 9.3 Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge.
- 9.4 The Client specifically reserves the right to withhold or deduct by way of set-off or otherwise due or to become due to the Contractor any monies due to the Client from the Contractor, arising under the Contract or any other agreement between the Client and the Contractor.
- 9.5 The Client shall not be liable for any Charges relating to changes to the Services or additional Services other than those issued or confirmed on the Purchase Order or by agreed written variations signed by the duly authorised representatives of either party.
- 9.6 No payment of or on account of the Charges shall constitute any admission by the Client as to proper performance by the Contractor of its obligations.
- 9.7 The Contractor shall be exclusively responsible for the discharge of any income tax in relation to its Staff or such similar liability arising out of remuneration of the performance of the Services under the Contract.

10. FREE ISSUE MATERIALS

Where the Client for the purpose of the Contract issues materials free of charge to the Contractor such materials shall be and remain the property of the Client. The Contractor shall maintain all such materials in good order and condition and shall use such materials solely in connection with the Contract. The Contractor shall notify the Client of any surplus materials remaining after completion of the Services and shall dispose of them as the Client may direct. Waste of such materials arising from defective workmanship or negligence of the Contractor or its Staff shall be made good at the Contractor's expense. Without prejudice to any other of the rights of the Client, the Contractor shall deliver up such materials whether processed or not to the Client on demand.

11. AUDIT

The Contractor shall keep and maintain, until two years after the Contract has been completed, records to the satisfaction of the Client of all expenditure which are reimbursable by the Client and of the hours worked and costs incurred in connection with any of the Contractor's Staff paid for by the Client on a time charge



Star

basis. The Contractor shall on request afford the Client or its representatives such access to those records as may be required by the Client in connection with the Contract.

12. COPYRIGHT

Copyright in all reports and other documents and materials arising out of the performance by the Contractor of their duties under this Contract are to be assigned to and shall vest in the Client absolutely. This condition shall apply during the continuance of this Contract and after its termination howsoever arising.

13. INDEMNITY AND INSURANCE

- 13.1 The Contractor shall indemnify and keep indemnified the Client against any and all actions, claims, demands, costs and expenses (including legal expenses and disbursements) incurred by or made against the Client in respect of any loss or damage or personal injury (including death) which arises out of or in connection with the Contract except to the extent that such loss, damage or injury is caused by the negligence or wilful default of the Client.
- 13.2 The Contractor shall have in force and shall require any sub-contractor to have in force with an insurer of good repute:
- 13.2.1 Employer's liability insurance in accordance with any legal requirements for the time being in force;
- 13.2.2 Public liability insurance for such sum and range of cover as the Contractor deems to be appropriate but covering at least all matters which are the subject of indemnities or compensation obligations under these Conditions in the sum of not less than £500,000 for any one incident and unlimited in total, unless otherwise agreed by the Client in writing; and
- 13.2.3 Such other adequate and suitable insurance as required under contracts of the nature of the Contract.
- 13.3 The policy or policies of insurance referred to in Condition 13.2 shall be shown to the Client whenever it requests, together with satisfactory evidence of payment of premiums.
- 13.4 Nothing in the Contract shall exclude or limit the liability of either party for death or personal injury caused by its negligence or for fraudulent misrepresentation.

14. CONFIDENTIALITY

- 14.1 The Contractor shall and shall procure that its staff comply with the requirements under Data Protection legislation which includes requirements under the General Data Protection Regulation (GDPR).
- 14.2 The Contractor shall keep secret and not disclose any information of a confidential nature obtained by reason of the Contract except information which is in the public domain otherwise than as required to be by reason of a breach of this Condition 14 or disclosed by law.
- 14.3 The provision of this Condition 14 shall apply during the continuance of the Contract and after its termination howsoever arising without limitation in time.



Star

14.4 The Contractor shall comply with any and all requirements under Data Protection legislation and any subordinate legislation as amended from time to time.

15. TERMINATION

15.1 The Contract may be terminated by the Client giving to the Contractor at least 30 days' notice in writing.

15.2 In the event of any breach of the Contract by either party, the non-breaching party may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all the circumstances. If the breach has not been remedied by the expiry of the specified period, the non-breaching party may terminate the Contract with immediate effect by notice in writing.

15.3 In the event of a material breach of the Contract by either party, the non-breaching party may terminate the Contract with immediate effect by notice in writing.

15.4 The Client may terminate the Contract with immediate effect by notice in writing to the Contractor if at any time:

15.4.1 The Contractor passes a resolution that it be wound-up or that an application be made for an administration order or the Contractor applies to enter into a voluntary arrangement with its creditors;

15.4.2 A receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Contractor's property, assets or any part thereof;

15.4.3 The court orders that the Contractor be wound-up or a receiver of all or any part of the Contractor's assets be appointed;

15.4.4 The Contractor is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986;

15.4.5 The Contractor (being an individual or partnership) is declared or adjudicated bankrupt or enters into any arrangement or composition with its creditors;

15.4.5 There is a change in the legal or beneficial ownership of 50% or more of the Contractor's share capital issued at the date of the Contract or there is a change in the control of the Contractor. For the purpose of this Sub-Condition 15.4.5 "control" means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person by means of the holding of shares or the possession of voting power;

15.4.6 The Contractor is convicted (or being a company, any officers or representatives of the Contractor are convicted) of a criminal offence related to the business or professional conduct;

15.4.7 The Contractor commits (or being a company, any officers or representatives of the Contractor commit) an act of grave misconduct in the course of the business;



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15.4.7 The Contractor fails (or being a company, any officers or representatives of the Contractor fail) to disclose any serious misrepresentation in supplying information required by the Client in or pursuant to the Contract.

15.5 Nothing in this Condition 15 shall affect the coming into, or continuance in force of any provision of the Contract which is expressly or by implication intended to come into force or continue in force upon termination of the Contract.

15.6 On termination of the Contract for any reason whatsoever, the Contractor shall:

15.6.1 Cease to have any right to use any intellectual property rights owned by the Client;

15.6.2 Return any and all documents or information (in a tangible or intangible form) belonging to the Client and shall destroy all copies of such documentation or information relating to or supplied by the Client to the Contractor for the purposes of the Contract and being in the Contractor's possession, power or control.

16. ASSIGNMENT AND SUB-CONTRACTING

16.1 The Contractor shall not assign, transfer or sub-contract any portion of the Contract without the prior written consent of the Client. Sub-contracting any part of the Contract shall not relieve the Contractor of any of its obligations duly attributable under the Contract.

16.2 Where the Client has consented to the placing of sub-contracts, copies of each sub-contract shall be sent by the Contractor to the Client immediately when it is issued. Any authority given by the Client for the Contractor to sub-contract the Contract (or any part of it) shall not impose any duty on the Client to enquire as to the competency of any authorised sub-contractor but that the Contractor shall ensure that any authorised sub-contractor is competent and that the work is properly done.

17. NOTICES

Any notices to be given under the Contract shall be delivered personally or sent by post or by facsimile transmission to the Services Manager (in the case of the Client) or to the address set out in the Contract (in the case of the Contractor). Any such notice shall be deemed to be served, if delivered personally, at the time of delivery, if sent by post, 48 hours after posting or, if sent by facsimile transmission, 12 hours after proper transmission.

18. THIRD PARTY RIGHTS

The Contract is not intended to create any rights of any kind whatsoever enforceable by any person who is not a party to the Contract (including any rights enforceable under the Contracts (Rights of Third Parties) Act 1999).

19. SEVERABILITY

If any provision under the Contract is or becomes unenforceable, void or invalid, such provision shall not take effect and shall be deemed to be severed from the remainder of the Contract to the extent that the remainder of the Contract and the unaffected part of the provision shall continue to be fully enforceable.

20. WAIVER



Star

No delay or omission by the Client in exercising any of its rights under the Contract shall constitute a waiver of that right and any partial exercise of any such right shall not prevent any future exercise of the right.

21 DISCRIMINATION

- 21.1 The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment.
- 21.2 The Contractor shall take all reasonable steps to secure the observance of Clause 22.1 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Contract.

22 FREEDOM OF INFORMATION

- 22.1 The Contractor acknowledges that the Client is subject to the requirements of the Freedom of Information Act ("FOIA") and shall assist and cooperate with the Client to enable the Client to comply with its Information disclosure obligations.
- 22.2 The Contractor shall and shall procure that its Sub-contractors shall:
 - 22.2.1 Transfer to the Client all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
 - 22.2.2 Provide the Client with a copy of all Information in its possession, or power in the form that the Client requires within five Working Days (or such other period as the Client may specify) of the Client's request; and
 - 22.2.3 Provide all necessary assistance as reasonably requested by the Client to enable the Client to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA.
- 22.3 The Client shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA.
- 22.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Client.
- 22.5 The Contractor acknowledges that (notwithstanding the provisions of Clause 23) the Client may, acting in accordance with the Client of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA to disclose information concerning the Contractor or the Project:
 - 22.5.1 In certain circumstances without consulting the Contractor; or
 - 22.5.2 Following consultation with the Contractor and having taken their views into account;
 - 22.5.3 provided always that where 22.5.1 applies the Client shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the



Star

Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

22.6 The Contractor shall ensure that all Information is retained for disclosure and shall permit the Client to inspect such records as requested from time to time.

23. LAW AND JURISDICTION

The Contract and any dispute arising under or in any way connected with the subject matter of the Contract (whether of a contractual or tortious nature or otherwise) shall be governed by and interpreted in accordance with English Law and the parties submit to the jurisdiction of the English courts only except that the Client may seek injunctive relief outside such jurisdiction.

24. DATA PROTECTION

24.1 In these Conditions:

'Controller'	
'Processor'	
'Data Subject'	
'Personal Data'	
'Personal Data Breach'	
'Data Protection Officer'	take the meaning given in the GDPR.
'Agreement'	means this contract.
'Data Protection Legislation'	(i) the GDPR, the Law Enforcement Directive (LED) and any applicable national implementing Laws as amended from time to time; (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
'Data Protection Impact Assessment'	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
'Data Loss Event'	means any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
'Data Subject Request'	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
'DPA 2018'	Data Protection Act 2018.



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- 'GDPR' means the General Data Protection Regulation (*Regulation (EU) 2016/679*).
- 'Joint Controllers' means where two or more Controllers jointly determine the purposes and means of processing.
- 'Law' means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Processor is bound to comply.
- 'LED' Law Enforcement Directive (*Directive (EU) 2016/680*).
- 'Party' means a Party to this Agreement.
- 'Processor Personnel' means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement.
- 'Protective Measures' means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of 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 such measures adopted by it including those outlined in any security procedures issued by the Trust.
- 'Sub-processor' means any third Party appointed to process Personal Data on behalf of that Processor related to this Agreement.
- 24.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Contractor is the Processor unless otherwise specified in Schedule A. The only processing that the Processor is authorised to do is listed in Schedule A by the Controller and may not be determined by the Processor.
- 24.3 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 24.4 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
- 24.4.1 systematic description of the envisaged processing operations and the purpose of the processing;
- 24.4.2 an assessment of the necessity and proportionality of the processing operations in relation



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to the Services;

24.4.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

24.4.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

24.5 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

24.5.1 process that Personal Data only in accordance with Schedule A, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;

24.5.2 ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:

24.5.2.1 nature of the data to be protected;

24.5.2.2 harm that might result from a Data Loss Event;

24.5.2.3 state of technological development; and

24.5.2.4 cost of implementing any measures;

24.5.3 ensure that;

24.5.3.1 the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule A);

24.5.3.2 it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

- i. are aware of and comply with the Processor's duties under this clause;
- ii. are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
- iii. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
- iv. have undergone adequate training in the use, care, protection and handling of Personal Data

24.5.4 not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

24.5.4.1 the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;

24.5.4.2 the Data Subject has enforceable rights and effective legal remedies;

24.5.4.3 the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

24.5.4.4 the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal



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Data;

- 24.5.5 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.
- 24.6 Subject to clause 24.7, the Processor shall notify the Controller immediately if it:
 - 24.6.1 receives a Data Subject Request (or purported Data Subject Request);
 - 24.6.2 receives a request to rectify, block or erase any Personal Data;
 - 24.6.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 24.6.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - 24.6.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - 24.6.6 becomes aware of a Data Loss Event.
- 24.7 The Processor's obligation to notify under clause 24.6 shall include the provision of further information to the Controller in phases, as details become available.
- 24.8 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 24.6 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
 - 24.8.1 the Controller with full details and copies of the complaint, communication or request;
 - 24.8.2 such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - 24.8.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 24.8.4 assistance as requested by the Controller following any Data Loss Event;
 - 24.8.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 24.9 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - 24.9.1 the Controller determines that the processing is not occasional;
 - 24.9.2 the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - 24.9.3 the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 24.10 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.



Star

- 24.11 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 24.12 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:
 - 24.12.1 notify the Controller in writing of the intended Sub-processor and processing;
 - 24.12.2 obtain the written consent of the Controller;
 - 24.12.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 24. such that they apply to the Sub-processor; and
 - 24.12.4 provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 24.13 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 24.14 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause 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 incorporated by attachment to this Agreement).
- 24.15 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 24.16 Upon termination of the Contract all personal data held by the processor shall be returned to the Controller.



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SCHEDULE A

PROCESSING, PERSONAL DATA AND DATA SUBJECTS

This Schedule shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are:

Head of Governance and Corporate Services
Data Protection Officer
STAR
Shadsworth Road
Blackburn
Lancashire
BB1 2HT

2. The contact details of the Processor's Data Protection Officer are:

[Insert Contact details]

3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor in accordance with Clause 24.1.
Subject matter of the processing	
Duration of the processing	



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Nature and purposes of the processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.]</i></p> <p><i>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p>Purposes:</p> <ul style="list-style-type: none">•
Type of Personal Data being Processed	
Categories of Data Subject	
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	