



DATA PROTECTION TERMS RELEVANT TO INSTRUCTED THIRD PARTIES AND SUPPLIERS ON CLIENT MATTERS

For the purposes of the Data Protection, Cromptons Solicitors Limited of Churchgate House, 30 Churchgate Bolton BL1 1HL ("Cromptons Solicitors", "we", "our" or "us") is a data controller.

Cromptons Solicitors is a limited company registered in England and Wales under registration number 10529748. We are authorised and regulated by the Solicitors Regulation Authority (under SRA number 635842). We have notified the Information Commissioner's Office that we process personal data (under number ZA228551).

1. Cromptons Solicitors takes its data protection obligations seriously. We require any third party/supplier, which processes personal data received from us, to enter into appropriate contractual provisions ensuring the lawful and secure processing of that personal data by that third party/supplier or its permitted sub-contractors.

2. These data protection and privacy terms ("DPP Terms") shall:

- i. apply between you and us;
- ii. be deemed to be incorporated into the terms of a letter of instruction between you and us; and
- iii. unless the Instructions expressly state otherwise, take precedence over those Instructions.

3. You will be deemed to have accepted these DPP Terms by accepting the Instructions or commencing the performance of the services required by the Instructions.

4. In these DPP Terms, the following words and phrases have the following meanings:

- i. "Data Privacy Laws" GDPR and any other applicable law on data protection or data privacy;
- ii. "GDPR" EU Regulation (EU) 2016/679 or such UK legislation intended to replace or supersede it;
- iii. "Services" the services that we require you to perform, which involve the processing of personal data.

5. Words and phrases which have defined meanings in the Data Privacy Laws have the same meanings when used in these DPP Terms. To the extent that any UK legislation supersedes or replaces EU Regulation (EU) 2016/679, any reference in these DPP Terms to a term defined or provision of the GDPR shall be interpreted as a reference to the nearest equivalent term or provision in such legislation.

6. Nothing in these DPP Terms will relieve you from any of your own responsibilities and liabilities under Data Privacy Laws.

7. It is agreed that, where you process personal data under the Instructions given to you, the subject matter and duration of the processing, the nature and purpose of the processing, and the type of personal data and categories of data subject that are subject to the processing shall be as set out in the Instructions;

8. Where you process personal data under the Instructions (whether as controller or processor), then you shall in relation to those personal data:

- i. comply with all Data Privacy Laws;

- ii. procure that appropriate technical and organisational measures are taken (as are required by GDPR) against unauthorised or unlawful processing of such personal data and against accidental loss or destruction of, or damage to, such personal data;
- iii. act only on the documented instructions as set out in the Instructions or as otherwise documented in writing, unless required to do so by applicable law in which case you shall inform us of that legal requirement before processing (unless that law prohibits such information on important grounds of public interest);
- iv. process such personal data only to the extent, and in such manner, as is necessary for the purposes of the Instructions;
- v. ensure that all or your staff who process those personal data are under obligations of confidentiality in relation to such personal data and are aware of the confidential nature of such personal data, and use reasonable endeavours to ensure the reliability of those staff with access to such personal data;
- vi. without prejudice to the Instructions not engage any sub-contractor to process the personal data, or transfer the personal data to a sub-contractor, without our explicit consent and (upon receiving such consent) shall:
- vii. ensure that any such sub-contractor is engaged on a written agreement giving commitments in relation to the processing of such personal data no less onerous than set out in these DPP Terms; and
- viii. remain liable to us for the acts of any such sub-contractor in relation to such personal data; and
- ix. taking into account the nature of the processing and the information available to you, assist us in ensuring compliance with our obligations pursuant to the following GDPR articles:
 - x. article 32 (keeping personal data secure);
 - xi. article 33 (notifying data breaches to the ICO);
 - xii. article 34 (advising data subject when there has been a personal data breach);
 - xiii. article 35 (carrying out data protection impact assessments); and
 - xiv. article 36 (consulting with the ICO where a data protection impact assessment indicates there is an unmitigated high risk to the processing).
- xv. not transfer such Personal Data outside the EEA without our explicit consent and (upon receiving such consent) shall meet the following conditions:
- xvi. agree with us the legal framework to be used for the safe transfer of data.
- xvii. provide appropriate safeguards in relation to the transfer;

- xviii. respect the data subjects enforceable rights;
- xix. comply with reasonable instructions notified to you in advance by us with respect to the processing of the personal data; and
- xx. maintain complete and accurate records and information to demonstrate compliance with this clause.
- xxi. provide reasonable assistance, at your own cost, to us in order to meet our obligations to data subjects under Chapter III of GDPR including (but not limited to) complying with subject access requests and requests for the rectification or erasure of personal data and making objections to processing. Where you receive any such request yourself you shall inform us promptly of that request and, where you are obliged to do so or we request that you do so, comply with it in accordance with GDPR yourself (and where you are a processor, as if you were a controller);
- xxii. provide to us all information necessary to demonstrate compliance with these DPP Terms and allow for, and contribute to, audits (including inspections) conducted by us or an auditor nominated by us;
- xxiii. notify us if, in your opinion, an instruction given by us breaches the GDPR or other data protection laws; and
- xxiv. as and when required by us, delete or return such personal data (and any copies of such personal data unless retention is required by applicable law) to us:
 - a) on termination of this Agreement;
 - b) without delay where you have finished processing such personal data; or;
 - c) upon the Cromptons Solicitors written request (which shall excuse you from your obligations, to the extent such request means you are unable to meet them).

9. These terms shall cease automatically upon termination or expiry of your obligations in relation to the services.