

# Bridewell

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Terms and Conditions of Service

# Bridewell Consulting Limited ("Bridewell") and Client Name



# 1. DEFINITIONS AND INTERPRETATION

1.1 The definitions in this clause apply in this Agreement and in each Statement of Work (SoW):

**Bridewell Material:** any and all documents, information and other material, provided by Bridewell directly or indirectly in connection with any Project or the provision of any of the Services, which existed prior to the date of this Agreement or (as applicable) prior to the start of the relevant Statement of Work (SoW).

**Bridewell Account Manager:** Bridewell's account manager appointed under clause 4.2 and named in each Statement of Work (SoW).

**Bridewell Systems:** any and all systems, equipment or facilities provided by Bridewell or any of its sub-contractors, consultants or employees and used directly or indirectly in connection with any Project or the provision of any of the Services.

**Client Material:** any and all documents, information and other material provided by the Client directly or indirectly in connection with any Project or the provision of any of the Services.

**Client Contact:** the Client's representative appointed under clause 5.1.1 and named in each Statement of Work (SoW).

**Client Systems:** any and all systems, equipment or facilities provided by the Client and used directly or indirectly in connection with any Project or the provision of any of the Services.

**Client Personal Data:** any personal data that the Client is a Controller for and is processed (viewed, saved, hosted) by Bridewell during the delivery of our services, which could be project based or being performed on a full-time basis.

**Data Protection Law/Legislation:** the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

**Deliverables:** all reports, data and other materials created or developed (in any format) by Bridewell or any of its sub-contractors, consultants or employees in connection with any Project or the provision of any of the Services.

**Project:** each project to be undertaken by Bridewell in the course of providing the Services, as further described in the relevant Statement of Work (SoW).

**Statement of Work (SoW):** the SoW, describes the scope and estimated timetable of each piece of work in the form (or substantially in the form) set out in the Schedule hereto and as agreed by the parties pursuant to clause 3, which (in each case, when agreed) will automatically form an additional Schedule to this Agreement.

**Services:** the information security consultancy and risk consultancy services to be provided by Bridewell to the Client under this Agreement, as further comprised within each Project and described in each Project Plan, and any other services which Bridewell provides (or agrees to provide) to the Client under this Agreement or any SoW.

- 1.2 In this Agreement and (as applicable) each SoW (a) the clause, Schedule and paragraph headings will not affect the construction or interpretation of this Agreement or any SoW (b) references to clauses and to the Schedule are to the clauses of, and the Schedule to, this Agreement (c) a **person** includes a natural person, corporate or unincorporated body and that person's permitted assigns (d) the Schedule forms part of this Agreement and has effect as if set out in full in the body of this Agreement, and any reference to this Agreement includes the Schedule (e) words in the singular include the plural and *vice versa* (f) any reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it (g) any reference to **writing** or **written** does include e-mail or electronic submission (h) the words **include(s)** and **including** are deemed to have the words **without limitation** following them (i) the words **other** and **otherwise** are illustrative and do not limit the sense of the preceding words and (j) any obligation in this Agreement (or in any SoW) on a party not to do something includes an obligation not to allow that thing to be done.

## 2. COMMENCEMENT AND DURATION

- 2.1 Bridewell will provide the Services to the Client on (and subject to) the terms and conditions of this Agreement and from the start date specified in the first SoW entered into under this Agreement.
- 2.2 Bridewell will continue to supply the Services under this Agreement until each Project has been completed in accordance with the relevant SoW and (a) until this Agreement is terminated by one of the parties giving to the other not less than six (6) months' prior written notice or (b) unless this Agreement is terminated in accordance with clause 11.

## 3. SoW

- 3.1 Each SoW will be agreed as follows: (a) the Client will provide Bridewell with a request for a SoW, setting out the scope, requirements and specifications of the services which it is requesting from Bridewell, specifying what work is to be done, the dates by which it (or by which each stage of the work) is requested to be started and finished, any Deliverables and/or Client Material and such other information as Bridewell may request in order to allow it to prepare a draft SoW (b) Bridewell will, as soon as reasonably practicable thereafter, send the Client a draft SoW in the form, or substantially in the form, set out in the Schedule and (c) Bridewell and the Client will then discuss and agree the draft SoW and, when it has been agreed, they will both sign a copy of it and it will then be deemed to form a Schedule to this Agreement (and be subject to the provisions of this Agreement).

## **4. BRIDEWELL OBLIGATIONS**

- 4.1 Bridewell will (a) provide the Services with reasonable care and skill and (b) use its reasonable endeavours to deliver the Services, and the relevant Deliverables, in accordance with each SoW. Bridewell will also use its reasonable endeavours to meet the performance dates or project milestones specified in each SoW (but any such dates or milestones will be estimates only and time for performance by Bridewell will not be of the essence of this Agreement or any SoW).
- 4.2 Bridewell will appoint a Bridewell Account Manager in respect of each Project who will have authority to contractually bind Bridewell on all matters relating to the relevant Project. Bridewell will use reasonable endeavours to ensure that the same person acts as the Bridewell Account Manager throughout the period of the relevant Project, but may replace him where reasonably necessary.
- 4.3 Bridewell will use its reasonable endeavours to observe (and to procure that its sub-contractors, consultants and employees observe) all reasonable health and safety rules and security requirements that apply at any of the Client's premises and have been notified to Bridewell under clause 5.1.3.

## **5. CLIENT OBLIGATIONS**

- 5.1 The Client will:
  - 5.1.1 Co-operate with Bridewell in all matters relating to the Services and appoint a Client Project Manager in respect of each Project, who shall have the authority to contractually bind the Client on matters relating to the relevant Project;
  - 5.1.2 Use reasonable endeavours to ensure that the same person acts as the Client Project Manager throughout the period of the relevant Project, but may replace him where reasonably necessary;
  - 5.1.3 Provide to Bridewell, and each of its subcontractors, consultants and employees, in a timely manner and at no charge, access to such Client Systems, premises, office accommodation, data and other facilities as reasonably required by Bridewell in connection with providing the Services (and notify Bridewell of any relevant rules and requirements pursuant to clause 4.3);
  - 5.1.4 Provide, in a timely manner, such Client Material and other information as Bridewell reasonably requires to provide the Services and ensure that it is accurate in all material respects;
  - 5.1.5 Obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the provision of the Services, and the use of the Client Systems and the Client Material, in each case, before the date on which the relevant Project is to start; and
  - 5.1.6 Promptly approve invoices, and make relevant payments, in respect of each Project, subject further to the terms and conditions of this Agreement and the relevant SoW.

- 5.2 If Bridewell's performance of its obligations under this Agreement or any SoW is prevented or delayed by any failure of the Client to comply with clause 5.1, or any other act or omission of the Client (or any of its subcontractors, consultants or employees), Bridewell will not be liable for any costs or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay.
- 5.3 The Client will not, without the prior written consent of the Bridewell, at any time in the period from the date of this Agreement to the expiry of twelve (12) months after the last supply of Services by Bridewell, solicit or entice away from Bridewell, or employ or engage any person who is, or has been, engaged as an employee, consultant or subcontractor of Bridewell in the provision of the Services (or attempt to do so). Any consent given (at its sole discretion) by Bridewell in accordance with this clause 5.3 will be subject to the Client paying to Bridewell a sum equivalent to thirty per cent. (30%) of the then current annual remuneration of the relevant Bridewell employee, consultant or contractor or, if higher, thirty per cent. (30%) of the annual remuneration to be paid by the Client to that employee, consultant or subcontractor, and any breach by the Client of this clause 5.3 will automatically entitle Bridewell to recover an equivalent sum (along with all costs it incurs in recovering such sum) from the Client.

## **6. CHANGE CONTROL**

- 6.1 The Client Project Manager and the Bridewell Account Manager will meet or speak on a regular basis (as agreed between them), during the course of each Project, to discuss matters relating to the relevant Project. If either party wishes to change the scope or delivery of any Project or the Services as a whole, it will submit details of the requested change to the other party in writing.
- 6.2 If either party requests a change to the scope or delivery of any Project, or the Services as a whole, Bridewell will, within a reasonable period of time following such request, provide a written estimate to the Client of (a) the likely time required to implement the change (b) any necessary variations to Bridewell's fees/charges arising from the change (c) the likely effect of the change on the relevant SoW(s) and (d) any other impact of the change on this Agreement or the provision of the Services as a whole.
- 6.3 If the Client wishes Bridewell to proceed with the requested change, Bridewell will have no obligation to do so unless and until (a) the parties have agreed the necessary variations to its fees/charges, the relevant SoW(s), the Services and any other relevant terms of this Agreement to take account of the proposed change and (b) this Agreement and (if applicable) the relevant SoW(s) have been varied in writing pursuant to clause 12.2. Bridewell may also charge for the time it spends assessing any request for change received from the Client, on a time and materials basis, under clause 7.

## **7. CHARGES**

- 7.1 In consideration of the provision of the Services by Bridewell, the Client will pay the charges as set out in the relevant SoW, which will specify whether the charges are made on a time and materials basis, a fixed price basis or a combination of both. Clause 7.2 will apply if

Bridewell provides Services on a time and materials basis and clause 7.3 will apply if Bridewell provides Services for a fixed price.

- 7.2 Where Services are provided by Bridewell on a time and materials basis:
  - 7.2.1 The charges payable for the Services will be calculated in accordance with Bridewell's standard daily fee/charge rates (as notified to the Client and as amended from time to time by Bridewell giving not less than three (3) months' written notice to the Client);
  - 7.2.2 Bridewell's standard daily fee/charge rates for each person are calculated on the basis of a seven and a half-hour working day, between 9:00am and 5:00pm on weekdays (excluding public holidays);
  - 7.2.3 Bridewell will be entitled to charge an overtime rate which will be a percentage of the normal daily fee/charge rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on any Project outside the standard hours referred to in clause 7.2.2. This will be agreed in writing with a change to any Statement of Work signed by both parties, where applicable;
  - 7.2.4 All charges quoted to the Client are exclusive of VAT, which will be added at the appropriate rate;
  - 7.2.5 Bridewell will ensure that every individual it engages to provide the Services completes time sheets recording time spent on the relevant Project, and Bridewell will use such time sheets to calculate the charges covered by each monthly invoice referred to in clause 7.2.6; and
  - 7.2.6 Bridewell will invoice the Client monthly in arrears for its charges for time, expenses and materials (together with VAT where appropriate) for the month concerned, calculated as provided in this clause 7.2 and clause 7.4. Each invoice will set out the time spent by each individual engaged on the relevant Project and provide a detailed breakdown of any expenses and materials which are being charged to the Client, accompanied by the relevant receipts.
- 7.3 Where Services are (or any Project is) provided for a fixed price, the total price for the Services (or the relevant Project) will be the amount set out in the relevant SoW, as amended from time to time in accordance with clause 7.5. The Client will pay the agreed fixed price to Bridewell (without deduction or set-off) as set out in the relevant SoW, together with the relevant expenses, costs of materials and VAT, where appropriate, calculated as provided in clause 7.4.
- 7.4 Any fixed price or daily rate quoted in any SoW excludes (a) the cost of hotels, subsistence, travel and other ancillary expenses reasonably incurred by the individuals who Bridewell engages to deliver the relevant Project, the cost of any materials and the cost of services reasonably and properly provided by third parties and required by Bridewell to deliver the Project (which, in each case, will be invoiced by Bridewell at cost) and (b) VAT, which Bridewell will add to its invoices at the appropriate rate.
- 7.5 The parties agree that Bridewell may review and increase its standard daily fee rates at any time, provided that such rates cannot be increased more than once in any twelve (12) month period. Bridewell will give the Client at least three (3) months' prior written notice of

any such increase. If any such increase is not acceptable to the Client, it may, at any time within three (3) months' of such written notice being received, terminate this Agreement and/or any SoW by giving at least three (3) months' prior written notice of such termination to Bridewell.

- 7.6 The Client will pay each invoice submitted to it by Bridewell, in full and in cleared funds, within fifteen (15) days of receipt, to the bank account nominated in writing by Bridewell.
- 7.7 Without prejudice to any other right or remedy Bridewell may have, if the Client fails to pay any Bridewell invoice on the due date, Bridewell may (a) charge interest on the overdue sum from the due date for payment at the annual rate of 5% above the base rate from time to time of HSBC Bank plc, accruing on a daily basis (and compounded quarterly) until payment is made, before or after any judgment, or claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 (and, in either case, the Client will pay the accrued interest immediately on demand) and (b) suspend the delivery of all Projects, and the provision of all other Services, until payment has been made by the Client in full.
- 7.8 All sums payable to Bridewell under this Agreement or any SoW will become due on the termination of this Agreement or the relevant SoW, notwithstanding any other provision of this Agreement and without prejudice to any right to claim for interest under the law or this Agreement.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1 As between the Client and Bridewell, all intellectual property rights (and other proprietary rights) in the use of Bridewell Materials will be owned by Bridewell. Subject to clause 8.2, Bridewell licenses all such rights to the Client free of charge, on a non-exclusive and worldwide basis, to the extent necessary to enable the Client to make reasonable use of Bridewell's Services. However, if Bridewell terminates this Agreement under clause 11.1.1 or 11.1.2, this licence automatically terminates.
- 8.2 The Client acknowledges that, where Bridewell does not own any part of the Bridewell Materials, the Client's use of any rights in such Bridewell Materials is conditional on Bridewell obtaining a written licence from the relevant licensor(s) on such terms as entitle Bridewell to license such rights to the Client.
- 8.3 Bridewell acknowledges that deliverables (as jointly agreed and produced by Bridewell as part of any engagement), that relate to the Client's day to day operation or future direction of business, the ownership transfers to the Client once Bridewell have met the jointly agreed delivery criteria.
- 8.4 The Client acknowledges that Bridewell reserves the right to reuse any deliverables as part of an engagement on the understanding that such material will contain no reference to the Client unless Bridewell has express permission from the Client to use the original unedited material.



## **9. CONFIDENTIALITY AND BRIDEWELL'S PROPERTY**

- 9.1 Subject to clause 9.2, each party will keep, in strictest confidence, all technical and commercial know-how, specifications, business information, trade secrets, processes and concepts which are of a confidential nature and are disclosed to that party ("Recipient") by the other party ("Disclosing Party"), or any its employees or consultants.
- 9.2 The Recipient may disclose any such confidential information (a) to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Recipient's obligations under this Agreement or any Statement of Work (provided that the Recipient procures they each comply with this clause 9) and (b) to the extent required by law, court order or any governmental or regulatory authority, and provided always that the Recipient will not use any such confidential information for any purpose other than to perform its obligations under this Agreement or any Statement of Work.

## **10. LIMITATION OF LIABILITY**

- 10.1 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the extent permitted, excluded from this Agreement and each SoW. Nothing in this Agreement or any SoW limits or excludes Bridewell's liability for (a) death or personal injury caused by its negligence (b) fraud (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 or (d) any other liability which cannot be limited or excluded by law.
- 10.2 Subject to clause 10.1, Bridewell will not have any liability to the Client, whether in contract, tort, for breach of statutory duty or otherwise, arising in connection with this Agreement or any SoW, for (a) any loss of profits (b) any loss of any sales, business, agreements or contracts (c) any loss of anticipated savings (d) any loss of (or damage to) goodwill or (e) any indirect or consequential loss.
- 10.3 Subject to clauses 10.1 and 10.2, Bridewell's liability to the Client, in contract, tort, for breach of statutory duty or otherwise, in connection with this Agreement and/or any SoW and in respect of any and all claims (connected or unconnected) in any twelve (12) month period, will be limited to the amount of the aggregate charges paid by the Client to Bridewell during that period.

## **11. TERMINATION**

- 11.1 Without prejudice to their other rights and remedies, either party may terminate this Agreement and/or any SoW, without liability to the other party, immediately on giving written notice to the other if:
- 11.1.1 The other party fails to pay any amount due under this Agreement or any SoW on the due date and remains in default fourteen (14) days after being notified in writing to pay such amount;
- 11.1.2 The other party commits a material breach of this Agreement or any SoW and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of being notified in



writing of the breach or the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement or the relevant SoW;

- 11.1.3 The other party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits its inability to pay its debts, (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or suspends or ceases (or threatens to suspend or cease) to carry on all, or any substantial part, of its business;
- 11.1.4 The other party starts negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors (save for the sole purpose of a solvent amalgamation or reconstruction);
- 11.1.5 A petition is filed, a notice given, a resolution passed or an order made in respect of the winding up of that other party (save for the sole purpose of a solvent amalgamation or reconstruction);
- 11.1.6 An application is made to court (or a court order is made) for the appointment of an administrator, a notice of intention to appoint an administrator is given (or an administrator is appointed) in respect of the other party, any holder of a floating charge over the assets of the other party becomes entitled to appoint (or has appointed) an administrative receiver or any person becomes entitled to appoint a receiver over the assets of the other party (or a receiver is so appointed);
- 11.1.7 A creditor or encumbrancer of the other party attaches or takes possession of, or any legal process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days; or
- 11.1.8 Any event occurs or any proceedings are taken, with respect to the other party in any jurisdiction, that has an effect similar to any of the events mentioned in clauses 11.1.3 to 11.1.7 (inclusive).

For the avoidance of doubt, termination of this Agreement will not, by itself, terminate any SoW.

- 11.2 On termination of this Agreement or any SoW (for any reason):
  - 11.2.1 The Client will immediately settle all of Bridewell's outstanding unpaid invoices (and any accrued interest) and, in respect of any Services supplied for which no invoice has been issued, Bridewell may issue an invoice to the Client which will be payable immediately on receipt by the Client;
  - 11.2.2 The Client will, within a reasonable time, return all of the Bridewell Materials and, until they have been returned, the Client will be solely responsible for their safe keeping;
  - 11.2.3 The accrued rights, remedies, obligations and liabilities of the parties, at the date of termination, will not be affected; and

- 11.2.4 Those clauses which expressly or by implication have effect after termination will continue in full force and effect, including: clause 8 (Intellectual property rights), clause 9 (Confidentiality and Bridewell's property), clause 10 (Limitation of liability), this clause 11.2, clause 12.7 (Notices) and clause 12.8 (Governing law and jurisdiction).

## 12. GENERAL

- 12.1 **Force majeure:** neither party will be in breach of this Agreement nor any SoW, nor liable for any delay in performing, or any failure to perform, any of its obligations under this Agreement or any SoW, if such delay or failure results from events or circumstances beyond its reasonable control. In such a case, the time for performance will be extended by a period equivalent to the period during which performance of the relevant obligation has been delayed or failed to be performed. However, if the period of delay or non-performance continues for sixty (60) days or more, the party not affected may terminate this Agreement by giving at least seven (7) days' prior written notice to the affected party.
- 12.2 **Variation, waiver and remedies:** no variation of this Agreement or any SoW will be valid unless it is made in writing and signed by or on behalf of each of the parties. A waiver of any right or remedy under this Agreement or any SoW is only effective if given in writing and will not be deemed to be a waiver of any subsequent breach or default. Any failure or delay by a party in exercising any right or remedy provided under this Agreement or any SoW, or by law, will not constitute a waiver of that (or any other) right or remedy, nor preclude or restrict any further exercise of that (or any other) right or remedy. No single or partial exercise of any right or remedy under this Agreement or any SoW, or by law, will preclude or restrict the further exercise of any such right or remedy. The rights arising under this Agreement and each SoW are cumulative and do not exclude any rights provided by law.
- 12.3 **Severability:** if any court or competent authority finds that any provision of this Agreement or any SoW is invalid, illegal or unenforceable, it will (to the extent required) be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement or the relevant SoW will not be affected. If any invalid, unenforceable or illegal provision of this Agreement or the relevant SoW would be valid, enforceable and legal if part of it were amended, the parties will negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable and, to the greatest extent possible, achieves the parties' original commercial intentions.
- 12.4 **Entire agreement:** this Agreement and (as applicable) each SoW constitutes the entire agreement between the parties relating to its subject matter and supersedes and extinguishes all previous drafts, arrangements, understandings or agreements between them, whether written or oral, relating to the subject matter of this Agreement or such SoW. Each party agrees that, in entering into this Agreement and each SoW, it has not relied on, and has no remedies in respect of, any representation or warranty that is not set out in this Agreement or such SoW. However, nothing in this clause 12.4 limits or excludes any liability for fraud or fraudulent misrepresentation.
- 12.5 **Assignment and third party rights:** neither party may, without the prior written consent of the other party, assign, transfer, charge, mortgage, subcontract or deal in any other way

with all or any of its rights or obligations under this Agreement or any SoW. Each party that has rights under this Agreement or any SoW undertakes that it is acting on its own behalf and not for the benefit of any other person. Any person who is not a party to this Agreement or a SoW has no rights arising thereunder.

- 12.6 **No partnership/agency:** nothing in this Agreement or any SoW is intended to, or will, create a partnership between the parties, or authorise either party to act as agent for the other, and neither party will have any authority to act in the name or on behalf of (or otherwise to bind) the other party in any way.
- 12.7 **Notices:** any notice to be given under this Agreement or any SoW must be in writing signed by or on behalf of the party giving the notice and may be served by leaving it at, or sending it by first-class registered post to, the address of the other party, or via electronic mail to the other parties designated contact with confirmed receipt. Any notice served by hand or by post will be deemed to have been received (a) in the case of delivery by hand, when delivered and (b) in the case of delivery by post, three (3) clear working days after the envelope containing the same was delivered into the custody of the postal authorities, save that if actual or deemed delivery occurs after 6:00 pm on a working day or on a day which is not a working day, service will be deemed to occur at 9:00am on the next working day. The address of each party for the purpose of this clause 12.7 is the address set out at the beginning of this Agreement or as notified to the other party (in accordance with this clause 12.7). This clause does not apply to the service of any proceedings or other documents in any legal action or dispute resolution process.
- 12.8 **Governing law and jurisdiction:** this Agreement and each SoW, and any dispute or claim arising in connection with this Agreement or any SoW, will be governed by, and construed in accordance with, the laws of England. The parties agree that the courts of England will have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Agreement or any SoW.
- 12.9 **Complaints:** Should a Client find they are dissatisfied with any aspect of the service provided; an email with the complaint details should be sent to [hello@bridewell.com](mailto:hello@bridewell.com). On receipt of a complaint, Bridewell will register the relevant details, including the reference of the project if relevant, and will issue a complaint notification to the Client. The complaint will be reviewed by a Senior Consultant or Manager, who will then respond within 5 working days, by email. If the Client deems the response to be unfit, the Client can request that the complaint be escalated to a Bridewell Director. A Director will review the evidence and, where appropriate, agree a set of actions; along with dates for which the actions will need to be completed by and a date to review that the actions have been completed. For complaints which have been escalated, Bridewell will issue a final summary report, via email, to the Client. Bridewell reserves the right to conduct an on-site audit of the Client if deemed necessary.
- 12.9.1 If the complaint is in relation to a Cyber Essentials project and the complaint has not been resolved to your satisfaction though as per 12.9 then complaints can be escalated to CREST via [info@cyberessentials.org](mailto:info@cyberessentials.org).

## 13. PRIVACY

- 13.1 The Client is a Controller and Bridewell are a Processor, as defined in the General Data Protection Regulation (EU) 2016/679 for the personal data that is processed during the delivery of services under this agreement and associated Statement of Work (SoW) items delivered under this agreement.
- 13.2 Bridewell are a Controller when processing Client Personal Data in order to perform financial, administrative, sales and marketing activities, as highlighted in the Personal Data Processing Activity section below, which is described <https://www.bridewellconsulting.com/privacy-policy>

## GENERAL RESPONSIBILITIES

- 13.3 To the extent that Bridewell is acting as a Processor for and on behalf of the Client, Bridewell agrees and warrants that it will:
- 13.3.1 Only process the Personal Data for the Purposes specified in this agreement and any SoW thereafter, and, in any event, only pursuant to any documented or written instructions received from the Client;
- 13.3.2 Not disclose such personal data to third parties other than a sub-processor for the aforementioned purposes or as required by law;
- 13.3.3 Immediately inform the Client if, in its reasonable opinion, an instruction infringes with the GDPR and any other Data Protection Laws;
- 13.3.4 Comply with its obligations under the GDPR, in particular but not limited to, Articles 28, 29 and any other applicable Data Protection Laws, in relation to the processing of the Personal Data;
- 13.3.5 Implement appropriate technical and organisational security measures to ensure a level of security appropriate to the risk presented by processing the Personal Data by having;
- The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
  - The ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and
  - A process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of processing;
- 13.3.6 Notify the Client of any Personal Data Breach relating to Client Data within 24 hours of becoming aware of the breach and the Client will be responsible for informing their Data Subjects. The information to be included in notification will include but is not limited to;
- The nature of the Data Security Incident and details of the likely consequences of the Data Security Incident;
  - The categories and approximate number of data subjects and Personal Data records concerned; and

- Any measure proposed to be taken to address the Data Security Incident and to mitigate its possible adverse effects.

- 13.3.7 Not delay notifying the Client on the basis that an investigation is incomplete or ongoing;
- 13.3.8 Not transfer or otherwise permit the disclosure of Client Personal Data to any third party, including new sub-processors, without the prior written consent of the Client.
- 13.3.9 Assist the client with responding to requests for exercising data subjects' rights under Articles 12-23 of the GDPR and any other Data Protection Laws;
- 13.3.10 Assist client with conducting DPIAs and privacy impact assessments against the services being delivered by Bridewell, liaising with any applicable supervisory authority or appropriate persons accordingly;
- 13.3.11 Comply with instructions from the Client regarding the rectification, deletion, blocking and making available of Personal Data, during and after the term of this Agreement;
- 13.3.12 Following receipt of a written request from the Client provide all information necessary to demonstrate compliance with the Client's obligations under GDPR and other Data Protection Laws, and shall allow for and contribute to audits, including inspections, conducted by the Client, on reasonable notice and during regular business hours;
- 13.3.13 Ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- 13.3.14 Only provide access to Client Personal Data to those of its employees or staff who have a need for such access for in order to comply with its obligations under the Statement of work;
- 13.3.15 Following termination of this Agreement or, if sooner, at the request of the Client, Bridewell and/or authorised sub-processors will:
- 13.3.16 Promptly and permanently delete all electronic copies of the Personal Data from its computer systems (including without limitation servers, hardware, back-up media, cloud services and mobile devices) and from digital media in its possession or control (including without limitation DVDs, CDs and USBs);
  - 13.3.16.1 Promptly destroy or deliver up to the Client (at the Company's sole discretion) all hard copies of the Personal Data in its possession or control; and
  - 13.3.16.2 Within 30 days following request or termination of this Supplementary Agreement, certify in writing to the Client that this has been complied with in full.

## USE OF SUB PROCESSORS

- 13.4 Bridewell and the Client may continue to use sub-processors already engaged to deliver the existing services, as of the date of this agreement, providing there are appropriate safeguards in place that meet the requirements of Article 28 of the GDPR.
- 13.5 To the extent Bridewell appoints an Authorised Sub-Processor for Client Personal Data, Bridewell will:

- 13.5.1 Before the Authorised Sub-Processor first processes Personal Data, carry out adequate due diligence to ensure that the Authorised Sub-Processor is capable of providing the level of protection for Personal Data required by this Supplemental Agreement;
- 13.5.2 Inform the client of the intention to use a new sub-processor, providing them with the details of the sub-processor, the safeguards in place, the intended purpose and the opportunity to object to the processing. This may be delivered via privacy policy updates.
- 13.5.3 Where processing is likely to result in a high risk to the rights and freedoms of the data subjects, conduct a Data Protection Impact Assessment (DPIA) in accordance with Article 35 of the GDPR and inform the Client of any risks to the data subjects and the compliance status of the Client;
- 13.5.4 Ensure that the contract between Bridewell and the Authorised Sub-Processor specifies the Authorised Sub-Processor's activities and imposes on the Authorised Sub-Processor the same terms as those imposed on Bridewell where possible;
- 13.5.5 Provide to the Client for review such copies of the contract between Bridewell and the Authorised Sub-Processor as may be requested from time to time.
- 13.6 To the extent that there is an international transfer of EU Personal Data from the Client to Bridewell (or an Authorised Sub-Processor appointed by Bridewell), Bridewell will (or will procure that the Authorised Sub-Processor will) enter into the Processor Model Clauses prior to any transfer taking place or, with the prior consent of the Client puts in place an alternative agreed transfer mechanisms that is completed in accordance with Articles 44-50 of the GDPR and/or approved by the European Commission.
- 13.7 If the Client consents to the transfer of the Client Personal Data outside the EEA or Safe Country, Bridewell shall ensure that such transfer (and any onward transfer):
  - 13.7.1 Is pursuant to a written contract prior to any transfer taking place or, with the prior consent of the Client puts in place an alternative agreed transfer mechanism that is completed in accordance with Articles 44-50 of the GDPR and/or approved by the European Commission;
  - 13.7.2 Is affected by way of Appropriate Safeguards and complies with the GDPR and any relevant Data Protection Laws.

# FRAMEWORK AGREEMENT FOR THE PROVISION OF INFORMATION SECURITY SERVICES

**TERMS AND CONDITIONS OF SERVICE** ("this Agreement") as of {Publish Date}

Between

1. {CLIENT NAME} (Company registration no: {Client Company Registration #}), a company with offices at [Company Address] ("Company"),

and

2. **Bridewell Consulting Limited** ("Bridewell") a company incorporated in England and Wales whose registered office is 40 Caversham Road, Reading, RG1 7EB

**IN WITNESS OF WHICH** this Agreement has been entered into by the parties on the date set out at the date above.

Signed for and on behalf of

**BRIDEWELL CONSULTING LIMITED**

.....

*Director*

Print Name

Signed for and on behalf of

**{CLIENT NAME}** (signed by an authorised signatory)

.....

*Director*

Print Name



## SCHEDULE 1 – PERSONAL DATA

This Schedule 1 includes certain details of the Processing of Client Personal Data as required by Article 28(3) GDPR.

### i. Subject matter and duration of the Processing of Company Personal Data

The subject matter and duration of the Processing of Client Personal Data are set out in this agreement and the associated Statements of Work agreed between Bridewell and the Client.

### ii. The nature and purpose of the Processing of Company Personal Data

### iii. The types of Company Personal Data to be Processed

### iv. The categories of Data Subject to whom the Company Personal Data relates

During the delivery our services Bridewell may process personal data. Bridewell do not require special categories of data to deliver our services but have documented the personal data types that can be processed during out consultancy engagements.

Personal Data Types of the Client	Personal Data Processing Activity						
	Penetration Testing	Security & Privacy Consulting	Security Officer as a Service	DPO as a Service	Accounting & Invoicing	Sales and Marketing	Security Monitoring Services
Employee Full Name	P	P	P	P	C	C	P
Employee DOB	P	P	P	P	C	C	P
Employee Address	p	P	P	P	C	C	P
Employee Telephone	P	P	P	P	C	C	P
Employee Personal Email	P	P	P	P		C	P
Employee Work Email	P	P	P	P	C		P
Employee NINO	P	P	P	P			P
Employee Driving Licence	P	P	P	P			P
Employee Passport Details	P	P	P	P			P
Employee Health Information	P	P	P	P			P
User IP Address	P	P	P	P	C		P
Server/System Names	P	P	P	P			P
Passwords	P	P	P	P			P
Invoicing Details	P	P	P	P	C	C	P
Marketing Preferences		P		P		C	P
Email Communications	C	C	C	P	C	C	P
Client Customer Data	P	P	P	P			P

= Regularly processed as part of a service. Data processing predominately consists of viewing specific data items on the Client's systems.

= Not often processed but occasionally viewed as part of delivering services or maybe required for a bespoke processing activity.

= Rarely needed and only in specific circumstance. Only processed with specific instruction from the Client and detailed within a SoW.

P = Bridewell operating as a Processor

C = Bridewell operating as a Controller

### v. The obligations and rights of Company and Company Affiliates

The obligations and rights of Bridewell and the Client are set out in the Principal Agreement and this Addendum.



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**Bridewell**