

Terms and Conditions

For the supply of PlaceBuilder software-as-a-service and associated services

V6.c January 2026

hello@thefuturefox.com

020 8058 0584

the future fox 

All personal information that we may collect from you will be collected, used and held in accordance with our Privacy Policy and your rights under data protection legislation.

AGREED TERMS

1. Interpretation

1.1 **Definitions.** In these Conditions, the following definitions apply:

1.1.1 **Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

1.1.2 **Charges:** the charges payable by the Customer for the supply of the Services, as set out in the Order Form, in accordance with clause 5 ("Charges and Payment") below.

1.1.3 **Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with the Conditions.

1.1.4 **PlaceBuilder:** the software for community engagement and consultations which is owned, hosted, maintained and upgraded by The Future Fox.

1.1.5 **Contract:** the agreement made in accordance with the Order Form(s), these Conditions and any other terms referred to herein.

1.1.6 **Customer:** the person or organisation who is provided with Services by The Future Fox.

1.1.7 **Customer Data:** the data, text, reports, documents or images (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any Customer's Confidential Information, and which are supplied to The Future Fox by or on behalf of the Customer.

1.1.8 **Customer Outputs:** the data, AI-generated outputs, text, reports, documents or images (together with any database made up of any of these) which are made available to the Customer by The Future Fox through use of PlaceBuilder or the Services.

1.1.9 **Intellectual Property Rights:** Means:

- a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, rights in computer software, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, designs, know-how, trade secrets and other rights in Confidential Information;
- b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
- c) all other rights having equivalent or similar effect in any country or jurisdiction

1.1.10 **Order:** the Customer's order for Services as set out in a purchase Order Form.

1.1.11 **Order Form:** means the document that sets out the detail of the Services including but not limited to Fees and conditions, as amended from time to time and in accordance with these Conditions.

1.1.12 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.1.13 **Services:** the provision of PlaceBuilder and associated services supplied by The Future Fox to the Customer, as set out in the Order Form

1.1.14 **The Future Fox:** The Future Fox Ltd, company number 11062412, whose registered office is at 43 Chiswick Lane, London W4 2LR;

1.1.15 a reference to a party includes its personal representatives, successors and permitted assigns;

1.1.16 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted includes any subordinate legislation made under that statute or statutory provision as amended or re-enacted;

1.1.17 any obligation on a party not to do something includes an obligation not to allow that thing to be done;

1.1.18 any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.1.19 a reference to **writing** or **written** includes emails and digital documents.

2. Basis of contract

2.1. The designated customer success manager will guide the Customer through the Order process. The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

2.2. The Order shall only be deemed to be accepted when The Future Fox and the Customer have signed (with wet or digital signature) the Order Form, at which point and on which date the Contract shall come into existence.

2.3. The Contract constitutes the entire agreement between the parties in relation to its subject matter. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of The Future Fox which is not set out in the Contract.

2.4. Any prototypes, drawings, photos, descriptive matter or advertising issued by The Future Fox, and any descriptions or illustrations contained in The Future Fox's promotional materials, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.5. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom,

practice or course of dealing.

2.6. Any fee estimate or quotation given by The Future Fox shall not constitute an offer, and is only valid for a period of 20 working days from its date of issue.

3. The Services

3.1. The Future Fox shall supply the Services to the Customer as set out in the Order Form.

3.2. The Future Fox shall use all reasonable endeavours to meet any performance dates specified in the Order Form, but any such dates shall be estimates only and time shall not be of the essence.

3.3. The Future Fox shall have the right to change, update, upgrade or discontinue features of PlaceBuilder or the Services from time to time, and shall have the right to make any changes to PlaceBuilder or the Services which are necessary to comply with any applicable law or safety requirements, and The Future Fox shall notify the Customer in any such event.

3.4. The Future Fox warrants to the Customer that the Services will be provided using reasonable care and skill.

4. Customer's obligations and restrictions

4.1. The Customer shall:

4.1.1. ensure that the terms of the Order and any information it provides in the Order are complete and accurate;

4.1.2. co-operate with The Future Fox in all matters relating to the Services;

4.1.3. provide The Future Fox with such information and materials as The Future Fox may reasonably require in order to supply the Services, and ensure that such information is accurate and kept up-to-date in all material respects;

4.1.4. obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start.

4.2. The Customer shall not be permitted to use the Services other than those expressly permitted in this Contract and Order Form, and shall not;

4.2.1. modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of PlaceBuilder (except to the extent applicable laws specifically prohibit such restriction);

4.2.2. sell, license, rent, lease, assign, distribute, display, host, disclose, outsource or otherwise commercially exploit the copy, rent, lease, distribute, assign, sell, or otherwise commercially exploit the Services;

4.2.3. remove any proprietary notices included with the Services; and

4.2.4. use the Services in violation of applicable law.

4.3. The Customer shall not permit or enable any third party to use or access any of the Services, including to perform any benchmarking or performance testing of the Services.

4.4. The Customer must not misuse PlaceBuilder or the Services by introducing viruses, trojans, worms, logic bombs, or any other malicious material. Unauthorised attempts to access The Future Fox's systems, servers, or databases are strictly prohibited, as is any form of attack, such as denial-of-service (DoS) or distributed denial-of-service (DDoS). Violations of this clause may constitute a criminal offence under applicable laws, such as the Computer Misuse Act 1990.

4.5. The Future Fox is not liable for any damage or loss caused by cyberattacks, viruses, or other harmful material encountered through the use of the Services or linked websites. The Customer is responsible for ensuring appropriate antivirus software and security safeguards are in place for their systems.

4.6. If The Future Fox's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):

4.6.1. The Future Fox shall, without limiting its other rights or remedies, have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays The Future Fox's performance of any of its obligations;

4.6.2. The Future Fox shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from The Future Fox's failure or delay to perform any of its obligations as set out in this clause; and

4.6.3. the Customer shall reimburse The Future Fox on written demand for any costs or losses sustained or incurred by The Future Fox arising directly or indirectly from the Customer Default save for where The Future Fox has acted negligently.

5. Charges and payment

5.1. The Charges for the Services shall be as set out in the Order Form.

5.2. The Future Fox shall be entitled to charge the Customer, with prior approval, for any expenses reasonably incurred by the individuals whom The Future Fox engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by The Future Fox for the performance of the Services, and for the cost of any materials.

5.3. The Charges shall be payable in full in cleared funds within 30 days of the date of The Future Fox's invoice (which will be issued in advance of delivery of the Services). Payment shall be made via bank transfer to the bank account nominated by The Future Fox.

5.4. Unless otherwise stated, the price of the Services will be exclusive of amounts in respect of value added tax ("**VAT**"), which shall be payable in addition at the

applicable rate.

5.5.If the Customer fails to make any payment due to The Future Fox under the Contract by the due date for payment, then The Future Fox reserves the right to suspend the Services and terminate the Contract and the Customer shall pay interest on the overdue amount at the rate of 4% (four per cent) per annum above Barclays Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement.

5.6.The Future Fox reserves the right to amend the Charges at any time and to add, alter, or remove special offers from time to time. Changes in price will not affect any Order that a Customer has already purchased but will apply to any future Orders.

5.7.Each party may at any time, without limiting its other rights or remedies, set off any amount owing to it by the other party against any amount payable by that party under this agreement.

6. Intellectual Property Rights (IPR)

6.1. The Customer agrees that The Future Fox and/or its licensors owns all Intellectual Property Rights in PlaceBuilder and the Services. The Customer shall not acquire any right, title or interest in or to the Intellectual Property Rights of The Future Fox or its licensors.

6.2. The Future Fox shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Customer or its licensors.

6.3. The Future Fox grants to the Customer a limited, royalty-free, non-exclusive, non-sublicensable, non-transferable licence during the "Contract Term" (which is the period of time from the start date to the end date, as set out in the Order Form) to use its Intellectual Property Rights to the extent necessary to use the Services for its own internal business purposes.

6.4. The Future Fox grants to the Customer a worldwide, royalty-free, non-exclusive licence to use the Customer Outputs for its own internal business purposes.

6.5. Subject to its obligations under the UK General Data Protection Regulation and the Data Protection Act 2018, the Customer grants to The Future Fox a worldwide, royalty-free, non-exclusive licence to use and exploit the Customer Data to the extent necessary for providing the Services in accordance with this Contract, and for The Future Fox's own internal business purposes.

6.6. The licence granted pursuant to clause 6.5 shall terminate automatically on the End Date, as set out in the Order Form, and The Future Fox shall:

6.6.1. Retain the right to use the Customer name and logo in marketing materials, case studies, and on its website, subject to the Customer's prior written consent.

6.6.2. securely delete all Customer Data within 60 days of the termination date, unless otherwise required by law or agreed in writing. The Future Fox may retain anonymised or aggregated data for the purpose of improving the Services, provided such data does not identify the Customer or its data.

6.7. The Future Fox and/or its licensors own all Intellectual Property Rights developed under or incidental to the Services provided during the Contract Term, including any additions or improvements to PlaceBuilder or the Services that may arise from feedback or suggestions from the Customer.

6.8. Each party ("Indemnifying Party") shall indemnify and keep indemnified the other ("Indemnified Party") in respect of all losses suffered or incurred by, awarded against or agreed to be paid by, the Indemnified Party arising from or in connection with any claims brought against by the Indemnifying Party regarding infringement of Intellectual Property Rights by the Indemnified party.

6.9. The Indemnified Party shall notify the Indemnifying Party promptly of any claim, provide reasonable cooperation, and allow the Indemnifying Party to control the defence and settlement of the claim.

6.10. Neither party may assign, novate, or transfer its rights and obligations under the licence, except with the other party's prior written consent, which shall not be unreasonably withheld. This restriction does not apply to assignments to affiliates or as part of a merger, acquisition, or sale of substantially all assets.

6.11. This clause shall survive termination of the Contract.

7. Confidentiality

7.1. Each party ('receiving party') shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party ('disclosing party'), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party, its business, its products and services which the receiving party may obtain or which is disclosed to that party by the disclosing party pursuant to or in connection with the Contract (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such).

7.2. The Future Fox shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging its obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause shall survive termination of the Contract. The restrictions in this clause shall not apply to any information which is or becomes publicly available otherwise than through a breach of these Conditions, is already or rightly comes into the receiving party's possession without an accompanying obligation of confidence, or which is independently developed by the receiving company.

7.3. The Future Fox may publicly use the Customer's name and logo with reference to the Customer as a customer of The Future Fox and PlaceBuilder. The Future Fox will follow brand guidelines provided by Customer.

7.4. This clause shall survive termination of the Contract.

8. Limitation of liability and indemnity

8.1. Nothing in these Conditions shall limit or exclude either party's (or its employees', agents' or subcontractors') liability for:

8.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

8.1.2. fraud or fraudulent misrepresentation; or

8.1.3. any other liability to the extent such liability may not be excluded or limited as a matter of law.

8.2. Subject to the provisions of clause 8.1:

8.2.1. Subject to clause 8.2.2, neither party shall be liable to the other party, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss (whether direct or indirect) of actual or anticipated income, savings or profits, contracts, business, business opportunities, revenue, turnover, savings, goodwill, reputation loss or corruption of data or information, or wasted expenditure, or for any indirect or consequential loss arising under or in connection with the Contract except The Future Fox shall if negligent during the provision of the Services be liable to the Customer for all claims and losses directly caused by or directly arises from the negligence, breach of this agreement or applicable law by The Future Fox or its employees, agents or subcontractors; and

8.2.2. The Future Fox's total liability to the Customer arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, in respect of the Services (subject to 8.3.2 below) shall in no circumstances exceed the amount of fees set out in the Order Form. Where the Customer is having a free trial of the Services then no fees will be set out in the Order Form and The Future Fox shall have no liability to the Customer in respect of any claims or losses from participating in the free trial.

8.3. Limitation of liability for **AI-generated outputs** that form part of the Customer Outputs and Services:

8.3.1. The AI-generated outputs that form part of the Customer Outputs and Services involve the use of artificial intelligence technology. While The Future Fox endeavours to ensure the accuracy and reliability of the AI-generated outputs, The Future Fox acknowledges that AI technology may not be infallible and errors may occur. The Future Fox does not guarantee that the AI-generated outputs will be error-free, fully accurate, or applicable in all contexts or scenarios.

8.3.2. Subject to clause 8.2.2, and to the fullest extent permitted by applicable law, The Future Fox shall not be liable for any loss or damage arising from errors, inaccuracies, or omissions in the AI-generated outputs provided as part of the Customer Outputs and/or Services. This includes, but is not limited to, any

direct, indirect, incidental, special, consequential, or punitive damages, such as loss of profits, data, or other intangible losses. This exclusion applies regardless of whether such losses are deemed direct, indirect, consequential, or incidental.

8.3.3. The Customer acknowledges their responsibility to apply their own professional judgement and expertise when interpreting and utilising the Services. AI-generated outputs are intended for informational and advisory purposes only and should not be relied upon as the sole basis for critical or legally binding decisions. The Customer agrees that reliance on the AI-generated outputs that form part of the Customer Outputs and/or Services is at their own risk and discretion.

8.4. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

8.5. The Customer shall indemnify The Future Fox (except in case of a free trial) against any costs, liability, damages, loss, expenses, claims or proceedings arising from loss or damage (including that belonging to any third parties appointed by The Future Fox) caused by any breach of these Conditions or any other liabilities arising out of the use of the Services by the Customer or its agents or employees.

8.6. Each party ("Indemnifying Party") shall indemnify and keep indemnified the other ("Indemnified Party") in respect of all Data Protection Losses suffered or incurred by, awarded against or agreed to be paid by, the Indemnified Party arising from or in connection with any non-compliance by the Indemnifying Party with applicable Data Protection Laws; and breach by the Indemnifying Party of any of its obligations under this agreement.

8.7. The Future Fox shall maintain in force at its own expense all insurances required by applicable law with a reputable insurer.

8.8. This clause shall survive termination of the Contract.

9. Termination

9.1. Without limiting its other rights or remedies, The Future Fox may terminate the Contract at any time by giving the Customer one month's notice in writing and, unless termination is the fault of the Customer, The Future Fox shall refund to the Customer any Charges paid for Services not yet received. The Future Fox may suspend provision of the Services under the Contract or any other contract between the Customer and The Future Fox if the Customer fails to pay any amount due under this Contract on the due date for payment or The Future Fox believes that the Customer may be unable to pay its debts as and when they fall due, or if the Customer stops carrying on business or threatens to do so.

9.2. Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

10. Consequences of termination

10.1. On termination of the Contract for any reason:

- 10.1.1.the Customer shall pay to The Future Fox any outstanding Charges and interest due within thirty (30) days of termination;
- 10.1.2.The Future Fox shall terminate access to PlaceBuilder by the Customer and initiate the customer offboarding process, which includes the secure removal of Customer Data within 60 working days.
- 10.1.3.any unused part of the Services will be void and non-transferable.
- 10.1.3.the accrued rights, remedies, obligations and liabilities of the parties as at the expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry;
- 10.1.4.the Customer will not either during the Contract or for a period of twelve (12) months after the Contract ends, in any capacity, offer to employ or engage, or seek to solicit or entice away, employ or engage, solicit or entice away, or otherwise facilitate the employment or engagement of any employee or contractor of The Future Fox; and
- 10.1.5.clauses which expressly or by implication survive termination shall continue in full force and effect.

11.Force majeure

- 11.1. For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of The Future Fox including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of The Future Fox or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 11.2. The parties shall not be liable to the other party as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 11.3. If the Force Majeure Event prevents the Parties from providing any of the Services for more than 30 days, the other party shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the other party.

12.General

12.1. Assignment and other dealings

- 12.1.2. The parties shall not, without the prior written consent of The Future Fox, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

12.2. Notices

12.2.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, in addition to notice by email to the nominated contract manager.

12.2.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.2 ("Notices"); if sent by pre-paid first class post or other next working day delivery service, at 12.00 pm on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

12.2.3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

12.3. Severance

12.3.1. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

12.3.2. If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall 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 intended commercial result of the original provision.

12.4. Waiver

12.4.1. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.5. No partnership or agency

12.5.1. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

12.6. Third parties

12.6.1. A person who is not a party to the Contract shall not have any rights to enforce its terms.

12.7. Variation

12.7.1. No variations on these terms shall be permitted unless agreed in writing by both parties.

12.8. Governing law

12.8.1. This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales.

12.9. Jurisdiction

12.9.1. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

Appendix: Data sharing agreement for PlaceBuilder

1. The following definitions apply:
 - i. **"Agreement"** means this Data sharing agreement.
 - ii. **"Data Protection Laws"** means the Data Protection Act 2018, the UK GDPR and any other applicable laws relating to the processing of personal data and privacy, including, where applicable, the guidance and codes of practice issued by the UK Information Commissioner in relation to such laws;
 - iii. **"UK GDPR"** means is the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation); as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419).
 - iv. the terms **"Controller"**, **"Processor"**, **"Data Subject"**, **"Personal Data"**, **"Personal Data Breach"** and **"Processing"** have the meaning outlined in Data Protection Laws;
 - v. **"Data"** includes Personal Data.
2. Each party will comply with all applicable requirements of the Data Protection Laws. This clause 2 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Laws.
3. The parties acknowledge for the purposes of the Data Protection Laws, to the extent that the Data Processor is processing any Personal Data on behalf of the Data Controller, the Future Fox is the Data Processor and the Customer is the Data Controller.
4. The Data Controller will ensure that it has all necessary consents and notices in place to enable lawful transfer of the Personal Data to the Data Processor for the term and purposes of this agreement.
5. Without prejudice to the generality of clause 2, the Data Processor shall, in relation to any Personal Data processed on behalf of the Data Controller in connection with the performance by the Data Processor of its obligations under this Agreement:
 - a. process Personal Data only on the written instructions of the Data Controller unless the Data Processor is required by Applicable Laws to otherwise process that Personal Data, in which case the Data Processor shall promptly notify the Data Controller of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Data Processor from so notifying the Data Controller.
 - b. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Data Controller, to protect against

unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful Processing or accidental loss, destruction or damage and the nature of the Personal Data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its 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 technical and organisational measures adopted by it);

- c. ensure that all personnel who have access to and/or Process Personal Data are obliged to keep the Personal Data confidential; and
- d. not transfer any Personal Data outside of the European Economic Area (including to any server located outside the European Economic Area) unless the prior written consent of the Data Controller has been obtained and the following conditions are fulfilled:
 - i. both parties have provided appropriate safeguards in relation to the transfer;
 - ii. the Data Subject has enforceable rights and effective legal remedies;
 - iii. The Data Processor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. The Data Processor complies with reasonable instructions notified to it in advance by the Data Controller with respect to the processing of the Personal Data;
- e. assist the Data Controller, at the Data Controller's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- f. notify the Data Controller immediately (but in any event no later than 24 hours after becoming aware of a Personal Data Breach) of a Personal Data Breach;
- g. at the written direction of the Data Controller, delete or return Personal Data and copies thereof to the Data Controller on termination of this Agreement unless required by applicable law to store the Personal Data; and
- h. maintain complete and accurate records and information to demonstrate its compliance with this clause.

6. The Data Processor may not appoint any third party processor of Personal Data under this Agreement without the prior written consent of the Data Controller. The Data Processor confirms that it has entered or (as the case may be) will enter into with the third-party processor a written agreement incorporating terms which are substantially similar to those set out in this Agreement. As between the respective parties, the Data Processor shall remain fully liable for all acts or omissions of any third-party processor appointed by the Data Processor pursuant to this clause.
7. For all other collection and processing of personal data through PlaceBuilder and the Services, the Data Controller will rely on legitimate interests. Any personal data must not be kept any longer than it is necessary for the purpose for which the personal data is processed.
8. The Parties irrevocably agree that the Courts of England shall have exclusive jurisdiction over any claim or matter arising under or in connection with this Agreement.
9. A person who is not a party to this agreement shall not have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement.

Schedule – Details of Processing of Personal Data by PlaceBuilder

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

1. Subject matter of the Processing of Personal Data

Preferences, suggestions and any personal details of members of the public collected during public consultation, that are provided to The Future Fox by the Customer.

2. The nature and purpose of the Processing of Personal Data

The storing and processing of personal data may be required to analyse consultation responses to provide thematic insight relating to local planning, development and policy issues of value to the Data Controller.

The purpose of processing this data is to enable The Future Fox in conducting the relevant analysis for the duration of the contract.

The nature of processing is expected to include: collection, recording, organisation, structuring, storage, adaptation, alteration, retrieval, use, alignment, combination, erasure and destruction.

3. The types of Personal Data to be Processed

It is the Customer's responsibility to select and share any Personal data, of which the Customer is Data Controller, with The Future Fox for Processing. This may include:

- Comment data which includes suggestions and preferences. This generally does not include personal data but there may be exceptions if personal data is provided by the data subject.
- Name
- Email address
- Domicile address
- Organisation
- Age group
- Gender or gender identity
- Ethnicity
- Declared disability
- Interest in the project
- Postcode

These may be subject to change during the contract.

4. The categories of Data Subject to whom the Personal Data relates

Personal data relate to a range of members of the public, organisations and industry experts that contribute to the consultation. Examples include members of the public responding on an individual basis, and property developers, statutory consultees,

government departments, campaign groups, think tanks, parish councils responding on behalf of their organisation.

5. The obligations and rights of the Customer

The obligations and rights of the Customer are set out in the Agreement and this Schedule.

6. Agreed sub-processors

It is hereby agreed that the following subprocessors and their appointed subprocessors are approved by the Customer:

Amazon Web Services (UK) – servers, data storage

Cloudflare (US) – content delivery

Microsoft 365/PowerBI (UK) – administration

OpenAI (US) – Suggestions and preferences data only, which may at times include personal data, is shared with this subprocessor.