

1. Introduction

1.1 This agreement is dated: []

1.2 The Client is:

[] and registered in England and Wales, company number registered [] whose registered office address is address []

1.3 The Supplier is:

Data Privacy Simplified Ltd, incorporated and registered in England and Wales, company number 13469302, whose registered office address is 31 Rooksmead, Bedford, MK41 7QX,

1.4 For the purposes of this agreement, delivery of the services, account queries and invoicing, Data Privacy Simplified Ltd, will act as main contact.

1.5 Our contact details are: DPO@dataprivacysimplified.co.uk

1.6 This Agreement, also referred to as the Contract, will be in accordance with the following Terms and Conditions and the Schedules included in this document.

2. Definitions and Interpretations

2.1 The following definitions and rules of interpretation apply to this Agreement.

Agreement	the agreement set out in this document including any agreed written amendments. Also referred to as the contract between the supplier and the client.
Board	the board of directors of the Client (including any committee of the board duly appointed by it)
Business Day	a day, other than a Saturday, Sunday or public holiday in England
Business Opportunities	any opportunities which the Supplier or the Representative become aware of during the Engagement which relate to the Business of the Client or any Group Company of which the Board

	reasonably considers might be of benefit to the Client or any Group Company
Calendar Month	the period from the first day of a month to the last day of a month
Client Property	all documents, books, manuals, materials, records, correspondence, papers and information owned by and/or relating to the Client or affairs of the Client or Group Company and/or its customers as well as business contacts, equipment, keys, hardware or software provided to the Supplier, and any data or documents (including copies) produced, maintained or stored by the Supplier and/or their representatives on their computer systems and/or other electronic equipment of the Client, the Supplier or the Representative during the Engagement
Confidential Information	all information in all forms (including, without limitation, written, oral, visual or electronic form as well as any magnetic or optical disk or memory and wherever this is stored) relating to the Client, its customers, products as well as affairs and finances of the Client or its Group Company for the time being confidential to the Client or any Group Company] and trade secrets including, without limitation, technical data and know-how relating to the Business of the Client or any Group Company or any of its or their suppliers, customers, agents, distributors, shareholders, management or business contacts, including in particular (by way of illustration only and without limitation) and including (but not limited to) information that the Supplier or the Representative creates, develops, receives or obtains in connection with this Engagement, whether or not such information (if in anything other than oral form) is marked confidential

Data Protection Legislation	Data Protection Legislation” means all applicable data protection, privacy and information-security laws in force in the United Kingdom from time to time, including the UK GDPR, the Data Protection Act 2018, PECR, the Data (Use and Access) Act 2025 and all subordinate and successor legislation, in each case as amended, re-enacted or replaced from time to time.
Engagement	the use of the Supplier’s services by the Client
Insurance Policies	commercial general liability insurance cover, professional indemnity insurance cover and public liability insurance cover
Intellectual Property Rights	patents, rights to Inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world
Pre-Contractual Statements	any promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the Engagement other than as expressly set out in this agreement or any documents referred to in it
Representative	any person who performs the Services on behalf of the Supplier under this Agreement

Services	(a) the services which are set out and described in Schedule 1 to this Agreement and (b) any other services agreed between the parties. The Supplier and their Representatives will carry out the Services
Work	all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Supplier or the Representative in connection with the provision of the Services

- 2.2 The headings in this Agreement are inserted for convenience only and shall not affect its construction.
- 2.3 A reference to a particular law or legislation 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.
- 2.4 A reference to one gender shall include a reference to the other genders.
- 2.5 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural shall include the singular.
- 2.6 The Schedules included in this Agreement form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules within it.

3. Commencement Date and Duration

- 3.1 This Agreement and therefore the Engagement will commence []

The Agreement is an ongoing Agreement which shall continue for a minimum period of one year with a review period within the first three months. This review period is for assessing the terms of the agreement, the performance of both parties, and other relevant elements of the contract. It allows for adjustments to the contract based on these reviews. Details regarding termination conditions are specified in clauses 10.1 and 10.2, which allow either party to terminate the contract by providing two months written notice.

- 3.2 The engagement shall continue for the fixed term specified in Schedule 1. Any extension or renewal shall follow a review and require written agreement, provided that the Supplier may propose revised fees or terms as a condition of renewal.

4. Purpose of the Agreement and Services

- 4.1 The purpose of the Agreement is to set out the terms under which the Supplier will provide services to the Client.
- 4.2 The services that the Supplier will provide is that of outlined in the services schedule within this document.
- 4.3 The Services will be provided to the Client, or at the Client's discretion, to any direct or indirect subsidiary company of the Client from time to time.

5. Duties and Obligations

- 5.1 The Supplier shall undertake to comply with Data Protection and relevant and applicable legislation.
- 5.2 The Client shall promptly provide the Supplier with the information reasonably necessary for the Supplier to perform their services. The Client agrees that a delay in supply of necessary information may cause a delay in the service delivery by the Supplier.
- 5.3 During the Engagement the Supplier shall procure that a Representative will provide the Services with reasonable care, skill and ability and use his best endeavours to promote the interests of the Client.
- 5.4 The Supplier shall use their reasonable endeavours to ensure that a Representative is available on reasonable notice to provide such assistance or information as the Client may require.

6. Fees, Invoices and Payment

- 6.1 Fees for the duration of the Engagement are set out in the Pricing Schedule within this document.
- 6.2 Additional engagements and costs thereof are agreed between the Supplier and the Client in writing prior to each additional engagement as required by the client.
- 6.3 Invoices will be produced by and paid to Data Privacy Simplified Ltd on contract commencement, 30 days after issuing of the invoice by Data Privacy Simplified Ltd.
- 6.4 Invoices are payable within 30 days of receipt of invoice.

7. Confidential information and Client property

7.1 The Supplier shall not and shall procure that its Representatives shall not (except in the proper course of its or their duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use its best endeavours to prevent the publication and disclosure of) any Confidential Information. This restriction does not apply to:

- a) any use or disclosure authorised by the Client or required by law; or
- b) any information which is already in, or comes into, the public domain otherwise than through the Supplier's or the Individual's unauthorised disclosure.

8. Data Protection

8.1 The Supplier and the Client acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller, and the Supplier is the data processor.

8.2 The Supplier and the Client agree to comply with the Data Protection Legislation. (Schedule 2) sets out the scope, nature and purpose of the processing by the Supplier, the duration of the processing and the types of personal data as defined in the Data Protection Legislation (Personal Data) and categories of data subject.

8.3 The Supplier shall, and shall procure that the Representative shall, in relation to any Personal Data processed in connection with the Engagement:

- a) Process that Personal Data only on written instructions of the Client.
- b) Keep the Personal Data confidential.
- c) Comply with the Client's Privacy policy.
- d) Comply with the Client's reasonable instructions with regards to processing Personal Data.
- e) Not transfer any Personal Data outside of the European Economic Area without the Client's prior written consent.
- f) Assist the Client at the Client's cost in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators.

- g) Notify the Client without undue delay on becoming aware of a Personal Data breach or communication which relates to the Client's or Supplier's compliance with the Data Protection Legislation.
- h) At the written request of the Client, delete or return Personal Data and any copies thereof to the Client on termination of the Engagement unless required by the Data Protection Legislation to store the Personal Data.

9. Insurance and Liability

9.1 The Supplier warrants that the Services will be provided using reasonable care and skill and, in accordance with the Contract. The Supplier confirms they have taken out the necessary insurances, which include:

- Professional Indemnity Insurance with a limit of indemnity of £2,000,000.
- Employers Liability Insurance with a limit of indemnity of £10,000,000.
- Public/Products Liability Insurance with a limit of indemnity of £5,000,000.

Copies of these insurance policies will be provided to the Client upon request.

9.2 The entire liability of the Supplier under or in connection with any contract shall not exceed Professional Indemnity Insurance with a limit of indemnity of £2,000,000.

9.3 Nothing in the Terms shall exclude or limit the Supplier's liability for death or serious injury caused due to its negligence.

9.4 The Supplier shall not be liable to the Client or in breach of contract if the Supplier delays in performing, or fails to perform, any of its obligations to the Client, if any such delay or failure resulted from an unforeseeable event falling beyond the reasonable control of the Supplier.

10. Termination

10.1 Notwithstanding the provisions of clause 3, the Client or the Supplier may terminate this agreement with immediate effect if at any time either party:

- a) commits a material breach of this agreement.
- b) commits any serious or repeated breach or non-observance of any of the provisions of this agreement.
- c) commits any fraud or dishonesty or acts in any manner which is likely to bring the other party into disrepute or is materially adverse to the interests of the other party

- 10.2 Where clause 3 in this document does not specify the duration of this Agreement, either party may terminate this Agreement by giving written notice to the other party of a minimum of one calendar month.

11. Obligations on termination

- 11.1 On the Termination Date the Supplier shall:
- a) irretrievably delete any information relating to the business of the Client stored on any magnetic or optical disk or memory and all matter derived from such sources which is in their possession or under her control outside the premises of the Client.

12. Other conditions

- 12.1 No variation of this agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 12.2 The Agreement its Terms and Schedules constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions, express or implied by statute or otherwise, are fully excluded as permitted by law.
- 12.3 Any notice required or permitted to be given by either party to the other under the Terms of the Agreement shall be in writing addressed to the other party.
- 12.4 No failure or delay by either party in exercising any of its rights under the Terms or the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Terms or the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 12.5 If any provision of these Terms or the Contract is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Terms or the Contract and the remainder of the provision in question shall not be affected.
- 12.6 The Supplier acknowledges that certain of the Services may be provided to direct or indirect subsidiary companies of the Client and, for the purposes of The Contracts (Rights of Third Parties) Act 1999, each such company shall be entitled in that person's own right to enforce any provisions of this Contract pursuant to the provisions of the said Act as if it was a party to the Agreement.
- 12.7 English law applies to the Contract and the Terms, and the parties hereby submit to the exclusive jurisdiction of the English courts.