

Data Protection

Provision of services as a controller

To enable us to discharge our services agreed under our membership engagement (the "Engagement"), and for other related purposes including but not limited to updating and enhancing records, analysis for management purposes and statutory returns, staff management and supervision, crime prevention and detection, investigations and litigation, and legal and regulatory compliance ("Related Purposes"), we may obtain, use, process and disclose Personal Data about you / your business / company / school / partnership / its officers and employees and the Personal Data of your directors and employees.

We confirm when processing data for the Engagement, and for Related Purposes, we act as a data controller and as such we will comply with applicable Data Protection Legislation.

We rely on you to comply with any and all Data Protection Legislation which is applicable to any Shared Personal Data and are entitled to assume that any Shared Personal Data has been collected and disclosed to us in accordance with your obligations pursuant to such legislation.

In addition, we rely on you to comply with Data Protection Legislation when processing Personal Data about our employees, members, directors, workers, agents and contractors (Our Personal Data) in the course of the Engagement or otherwise when doing business with us.

We and you will take appropriate technical and organisational measures designed to protect against unauthorised, or unlawful, processing, or the accidental loss, or destruction of, or damage to, any Shared Personal Data or to Our Personal Data.

In carrying out the Engagement (or the Related Purposes) we may appoint sub-contractor data processors who will process the Shared Personal Data on our behalf and at our direction, and also may appoint or share data with other controllers (whether as joint controllers or in common with us). Recipients of the Shared Personal Data may include (but may not be limited to) HMRC, the Charity Commission or other regulatory bodies, legal and other advisers, crime and law enforcement agencies, and IT service providers.

If you are based in the EEA, please note that it may be necessary during the Engagement or for the Related Purposes to transfer the Shared Personal Data to countries outside the EEA.

If either of us becomes aware or reasonably suspects that any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to any Shared Personal Data or to Our Personal Data (as the case may be) we shall notify the other of any such breach within 48 hours, and then

provide such assistance to the other as may reasonably be required to ensure that we and you comply with our respective reporting obligations in connection with any such incident (Relevant Assistance).

Similarly, we shall provide Relevant Assistance to each other should either of us become aware of any Data Subject Rights' Request concerning the Shared or Our Personal Data and will notify the other of any such Request within 48 hours of receipt.

Provisions of services as a processor

Where we act as a data processor, for example, with conferences / workshops / training events, we will:

- Only act on the written instructions of you, the controller
- Ensure that our staff and any sub-processors are subject to a contractual duty of confidence in relation to their handling of the Shared Personal Data.
- Take appropriate measures to ensure the security of processing of the Shared Personal Data.
- Only engage sub-processors with your prior consent, and ensure that the sub-processor enters into a written contract containing provisions which replicate the obligations set out in this clause.
- Assist you, the controller, in providing subject access and allowing data subjects to exercise Data Subject Rights.
- Assist you, the controller, in meeting your obligations under applicable Data Protection Legislation in relation to the Shared Personal Data in connection with security of processing, notification of personal data breaches, or the need to conduct data protection impact assessments.
- Delete or return all Shared Personal Data to you, the controller, as requested at the end of the Engagement.
- Submit to audits and inspections of systems and processes which are relevant to the performance of the service which we provide to you as a processor only and, provide you, the controller, with information required to ensure that we are meeting obligations as a processor in relation to the Shared Personal Data, and tell you, the controller, immediately if we are asked to do something which would infringe our or your obligations under Data Protection Legislation.

Definitions

GDPR: shall mean the General Data Protection Regulation 2016/679.

Data Protection Legislation: shall mean the GDPR so far as this is applicable to the United Kingdom and all applicable laws rules and regulations relating to the processing of personal data in the United Kingdom whether made under the Data Protection Act 2018 or otherwise.

Personal Data: shall have the meaning given to it in the GDPR.

Shared Personal Data: shall mean Personal Data about you, your members, officers, or partners (as the case may be), your employees, contractors, and workers, (Staff) and the Personal Data of your customers or clients and their Staff that you may share with us

(or which others on your behalf provide to us) or we may obtain for the Engagement or for Related Purposes.

Data Subject Rights Request: shall mean any request pursuant to Articles 15-21 GDPR and Data Subject Rights shall be construed accordingly.