

PRIVACY NOTICE

With effect from 25 May 2018 this Privacy Notice forms part of the Contract between the client and Dunkley's for the Services provided.

Any terms which are not defined within this Privacy Notice shall have the same meaning as defined within the Contract.

This Privacy Notice shall not replace any similar or additional rights relating to processing of Personal Data contained in the Contract.

1. Definitions

Data Protection Law

Shall mean the Data Protection Act 1998, the General Data Protection Regulation (EU) 2016/679 (GDPR) and any subsequent UK data protection legislation.

Data Controller, Data Processor, Data Subject and Personal Data

Shall have the same meaning as set out in the Data Protection Law.

2 Data Protection and Data Sharing

2.1 During the Contract Term and in the provision of the Services, Dunkley's may process Personal Data and Dunkley's acknowledges that the Client is the Data Controller in relation to all Personal Data and Dunkley's shall be the Data Processor of such Personal Data.

2.2 **Instructions** - Dunkley's shall process Personal Data only in accordance with the Client's instructions.

2.3 **Security** - Taking into account the state of technical development and the nature of processing, Dunkley's shall implement and maintain the technical and organisational measures to protect the Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

2.4 **Sub-processing and personnel** - Dunkley's shall:

2.4.1 not permit any processing of Personal Data by any agent, subcontractor or other third party without the prior written authorisation of the Client; and

2.4.2 prior to any sub-processor carrying out any processing activities in respect of the Personal Data, appoint such sub-processor under a written contract containing materially the same obligations as under this clause.

2.5 **Personnel** - Dunkley's shall ensure that all employees, agents or other persons completing work in relation to this Contract:

2.5.1 are informed of the confidential nature of the Personal Data and are subject to a binding written contractual obligation to keep the Personal Data confidential;

2.5.2 have undertaken training in the laws relating to handling Personal Data;

2.5.3 are aware of Dunkley's duties, their personal duties and obligations under such laws and this Contract; and

- 2.5.4 shall only have access to such part or parts of the Personal Data as is strictly necessary for performance of that person's duties.
- 2.6 **International transfers** - Dunkley's shall not transfer the Client's Personal Data outside of the European Economic Area without the prior written consent of the Client.
- 2.7 **Breach** - Dunkley's shall promptly inform the Client if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable.
- 2.8 **Audits** - Dunkley's shall, in accordance with the Data Protection Legislation, make available to the Client such information it has as is necessary to demonstrate Dunkley's compliance with the obligations placed on it under Article 28 of the GDPR and allow for and contribute to audits, including inspections by the Client.
- 2.9 **Assistance** - Dunkley's shall:
 - 2.9.1 promptly provide such reasonable information and assistance as the Client may require in relation to the fulfilment of the Client's obligations to respond to requests for exercising the Data Subjects' rights under the Data Protection Legislation; and
 - 2.9.2 provide such information, co-operation and other assistance to the Client as the Client reasonably requires (considering the nature of processing and the Information available to Dunkley's) to ensure compliance with the Client's obligations under Data protection Legislation, including with respect to:
 - 2.9.2.1 security of processing;
 - 2.9.2.2 data protection impact assessments;
 - 2.9.2.3 prior consultation with a supervisory authority regarding elevated risk processing; and
 - 2.9.2.4 any remedial action and/or notifications to be taken in response to any Personal Data breach and/or any complaint or request relating to either party's obligations under Data Protection Legislation relevant to this Contract, including (subject in each case to the Client's prior written authorisation) regarding any notification of the Client Personal Data breach to supervisory authorities and/or communication to any effected Data Subjects.
- 2.10 **Deletion/Return** - At the end of the provision of the Services relating to the processing of Client Personal Data, at the Client's cost and the Client's option, Dunkley's shall either return all the Client Personal Data to the Client or securely dispose of the Client Personal Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires Dunkley's to retain such Client Personal Data.
- 2.11 Dunkley's currently stores all data within the EEA, but it may be transferred to, or stored at a destination outside the EEA. It may also be processed by staff operating outside the EEA, who work for Dunkley's or its business partners or suppliers. By entering into the Contract and submitting Personal Data, the Client agrees to this transfer, storing or processing in accordance with Clause 2.6.

- 2.12 The Client hereby authorises and consents to Dunkley's processing the Personal Data in accordance with its privacy policy as amended from time to time.
- 2.13 The Client is solely responsible for the completeness and accuracy of personal data. The client declares to Dunkley's that it has consent or other legal justification necessary for Dunkley's to process the Client Personal Data in accordance with this Contract and the Client agrees to indemnify and keep indemnified and defend at its own expense Dunkley's against all costs, claims, damages, fines or expenses incurred by Dunkley's because of a breach of this warranty.

This version dated May 2018 of our Privacy Notice may be viewed on our website: www.dunkleys.accountants/contact.