

DATA PROTECTION

1 The following provisions form part of our Terms and Conditions and should be read fully before proceeding. By signing our Terms & Conditions you formally agree and give consent to the terms below which are:

1.1 'Data Protection Legislation' means the Data Protection Act 1998, any amendments and re-enactments made thereto from time to time and any other data protection regulations currently in force – including data protection of Personal Identifiable Information (PII) under EU GDPR (European Union General Data Protection Regulation) which is enforceable from 25th May 2018;

1.2 'Personal Data and PII', 'Data Subject', 'Data Controller', 'Data Processor', 'Subject Access Request', 'Process' and 'Processing' shall have the meanings defined in the Data Protection Legislation;

1.3 'Sub-Processor' means a subcontractor or supplier to Constant & Co (Bedford) Ltd who may Process Customer Data and Customer Information on Constant & Co (Bedford) Ltd's behalf.

2 Constant & Co (Bedford) Ltd and the Customer each agree to comply with their respective obligations under GDPR and current Data Protection Legislation and to maintain all necessary registrations and notifications required. The Customer agrees:

2.1 To obtain and maintain all necessary consents (including the consents of all relevant Data Subjects) which are required by Constant & Co (Bedford) Ltd for the purpose of performance of the Order.

3 The parties, in relation to this Order, acknowledge that the provision of Services supplied may include the Processing of Customer Information and Customer Data and that such Customer Information and Customer Data may contain Personal Data.

4 The parties agree that in relation to Personal Data received for execution of the Order, contained within both Customer Information and Customer Data, Constant & Co (Bedford) Ltd shall be the Data Controller. From start, during and to completion of the Order, Constant & Co (Bedford) Ltd will safely control any Personal Data received from the Customer through the provisions of GDPR and its internal controls and retention policies.

5 The Customer hereby acknowledges that certain Services Constant & Co (Bedford) Ltd provides under the terms of the Order may be provided to Constant & Co (Bedford) Ltd by a supplier or subcontractor. In respect of Personal Data, Constant & Co (Bedford) Ltd's supplier or subcontractor does not ordinarily act in the capacity of a Sub-Processor but only receives limited information to facilitate the completion of the Order.

6 The Customer hereby authorises Constant & Co (Bedford) Ltd, in its capacity of Data Processor and Constant & Co (Bedford) Ltd's suppliers, whether direct or indirect, acting in the capacity of Sub-Processor to Process Customer Data and Customer Information, subject to Constant & Co (Bedford) Ltd and its suppliers' compliance with the following conditions:

6.1 To minimise, limit and restrict, where necessary, the Processing of Customer;

6.2 Notwithstanding the provisions of sub-clause 6.1, Constant & Co (Bedford) Ltd and / or its supplier(s) shall be entitled to store information for legitimate and statutory reasons for the purposes of:

a) Collating information for executing the Order

b) Health & Safety planning purposes; and

b) Providing such information to statutory authorities and agencies in response to specific requests.

6.3 Not to retain any copy (save as required for the provision of specific services under the terms of this Order), abstract, summary or précis of the whole or any part of the Customer Data (save as set out in sub-clause 6.2); permit its employees to do the same and shall procure similar written, binding undertakings from its subcontractors and suppliers, who may be acting in the capacity of Sub-Processor;

6.4 Not to modify any part of Customer Data or permit its employees to do the same and shall procure similar written, binding undertakings from its subcontractors and suppliers, who may be acting in the capacity of Sub-Processor;

6.5 Ensure that access to Customer Data or Customer Information is limited to those employees, subcontractors or suppliers who need access to such to meet Constant & Co (Bedford) Ltd's obligations under the Order and that all employees, subcontractors and suppliers shall be placed under the same binding obligation of confidence;

6.6 Not to disclose to any person Customer Information other than to its suppliers, subcontractors or employees who shall be placed under the same binding obligation of confidence and who need access to such Customer Information to facilitate proper performance of their contractual obligations (in relation to this Order), to Constant & Co (Bedford) Ltd;

6.7 Not to transfer Customer Information or Customer Data outside of the European Economic Area without complying with the provisions of the Data Protection Legislation regarding inter alia the adequate level of protection of any Personal Data that may be contained therein;

6.8 To promptly notify the Customer if it becomes aware of any accidental destruction, disclosure or illegal Processing of Customer Information or Customer Data;

6.9 If, under applicable regulations and / or legislation Constant & Co (Bedford) Ltd is required to disclose Customer Information or Customer Data, including communications content, to an appropriate judicial, law enforcement or government agency, Constant & Co (Bedford) Ltd shall prior to disclosure use reasonable endeavours to promptly notify the Customer of the disclosure, provided that it is not prohibited from doing so by the requesting agency.

6.10 To continually review appropriate processes and control systems to ensure that:

a) The Processing of Customer Information and / or Customer Data which may contain Personal Data meets the requirements of GDPR and current Data Protection Legislation;

b) Customer Data is protected (to a level that is appropriate to the risks associated with Processing) against accidental destruction, damage or disclosure;

c) Take reasonable precautions to preserve the integrity of any Customer Data which Constant & Co (Bedford) Ltd Processes and to prevent any corruption or loss of such data.

d) Constant & Co (Bedford) Ltd's employees, as fully as it is reasonable to expect, understand their obligations under GDPR and the current Data Protection Legislation;

6.11 On completion of the Order, hold all relevant Customer data in accordance with the company's retention policy, (unless any such information is prohibited by law).

Our Privacy Notice will give you more information on how Constant & Co (Bedford) Ltd uses Personal Data. This can be found using the following link: <https://www.constantandco.com/privacy>