



Smart TM Solutions LTD
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GDPR Engagement Terms

The Engagement Terms refer to data protection laws in force before 25 May 2018. To ensure that our Engagement Terms, and the services provided under those terms, comply with the new data protection legislation (including the General Data Protection Regulation ('GDPR')), with effect from 25 May 2018.

DATA PROTECTION

The following definitions shall apply:

'client personal data' means any personal data provided to us by you, or on your behalf, for the purpose of providing our services to you;

'data protection legislation' means all applicable privacy and data protection legislation, the GDPR and any applicable national laws, regulations and secondary legislation in the UK relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time;

'controller', 'data subject', 'personal data', and 'process' shall have the meanings given to them in the data protection legislation;

'GDPR' means the General Data Protection Regulation ((EU) 2016/679).

We shall each be considered an independent data controller in relation to the client personal data, we shall be considered the data processor. Each of us will comply with all requirements and obligations applicable to us under the data protection legislation in respect of the client personal data.

Where we are the data processor, in respect of client personal data, unless otherwise required by applicable laws or other regulatory requirements, we shall:

- (i) process the client personal data, in order to provide you with the services pursuant to our engagement with you and in accordance with applicable data protection legislation;
- (ii) disclose and transfer the client personal data to our regulatory bodies or other third parties (for example, our professional advisers or service providers) as and to the extent necessary in order to provide you with the services pursuant to our engagement with you in relation to those services;
- (iii) disclose the client personal data to courts, government agencies and other third parties as and to the extent required by law;

(iv) maintain written records of our processing activities performed on your behalf which shall include: (i) the categories of processing activities performed; (ii) a general description of security measures implemented in respect of the client personal data;

(v) maintain commercially reasonable and appropriate security measures, including administrative, physical and technical safeguards, to protect against unauthorised or unlawful processing of any client personal data and against accidental loss or destruction of, or damage to, such client personal data;

(vi) return or delete all of the client personal data upon the termination of the engagement with you pursuant to which we agreed to provide the services following a period of 5 years dormant time

(vii) ensure that only personnel who need to have access to the client personal data are granted access to it and that all of the personnel authorised to process the client personal data are bound by a duty of confidentiality;

(viii) where we transfer the client personal data to a country or territory outside the EEA to do so in accordance with data protection legislation;

(ix) notify you promptly if:

i. we receive a request, complaint or any adverse correspondence from or on behalf of a relevant data subject, to exercise their data subject rights under the data protection legislation or in respect of the client personal data; or

ii. we are served with an information or assessment notice, or receive any other material communication in respect of our processing of the client personal data from a supervisory body (for example, the Information Commissioner's Officer);

(xi) notify you, without undue delay, in the event that we reasonably believe that there has been a personal data breach in respect of the client personal data;

(xii) at your cost and upon receipt of your prior written notice, allow you, on an annual basis and/or in the event that we notify you of personal data breach in respect of the client personal data, reasonable access to the relevant records, files, computer or other communication systems, for the purposes of reviewing our compliance with data protection laws.

Without prejudice, you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the client personal data to us.

You shall only disclose client personal data to us where:



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(i) you have provided the necessary information to the relevant data subjects regarding its use (and you may use or refer to our privacy notice which will be sent separately for this purpose);

(ii) you have a lawful basis upon which to do so, which, in the absence of any other lawful basis, shall be with the relevant data subject's consent; and

(iii) you have complied with the necessary requirements under the data protection legislation to enable you to do so.

Should you require any further details regarding our treatment of personal data, please contact our data protection point of contact. Full contact details can be found within our privacy notice which will be sent separately and is available at any time upon request.

We shall only process the client personal data:

(i) in order to provide our services to you and perform any other obligations in accordance with our engagement with you;

(ii) in order to comply with our legal or regulatory obligations; and

(iii) where it is necessary for the purposes of our legitimate interests and those interests are not overridden by the data subjects' own privacy rights. Our privacy notice contains further details as to how we may process client personal data.

We shall maintain commercially reasonable and appropriate security measures, including administrative, physical and technical safeguards, to protect against unauthorised or unlawful processing of the client personal data and against accidental loss or destruction of, or damage to, the client personal data.

In respect of the client personal data, provided that we are legally permitted to do so, we shall promptly notify you in the event that:

(a) we receive a request, complaint or any adverse correspondence from or on behalf of a relevant data subject, to exercise their data subject rights under the data protection legislation or in respect of our processing of their personal data;

(b) we are served with an information, enforcement or assessment notice (or any similar notices), or receive any other material communication in respect of our processing of the client personal data from a supervisory authority as defined in the data protection legislation (for example in the UK, the Information Commissioner's Officer); or

(c) we reasonably believe that there has been any incident which resulted in the accidental or unauthorised access to, or destruction, loss, unauthorised disclosure or alteration of, the client personal data.



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Upon the reasonable request of the other, we shall each co-operate with the other and take such reasonable commercial steps or provide such information as is necessary to enable each of us to comply with the data protection legislation in respect of the services provided to you in accordance with our engagement letter with you in relation to those services.

GENERAL

Unless the context otherwise requires, references in the Engagement Terms to the ‘letter of engagement’, the ‘terms of business’ or similar, shall be construed to be references to the Engagement Terms as amended by this letter agreement.

This agreement does not affect any rights or obligations arising under the Engagement Terms before 25 May 2018.

All other terms and conditions of the Engagement Terms not otherwise amended by this agreement shall remain in force and effect and binding upon the parties and shall be read and construed as one document with this letter agreement.

A party to this agreement is the only person who has the right to enforce any of its terms, and no rights or benefits are conferred on any third party under the Contracts (Rights of Third Parties) Act 1999.

This letter agreement is governed by, and should be construed in accordance with English law. Each party agrees that the courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this letter agreement and any matter arising from it on any basis. Each party irrevocably waives any right to object to any action has been brought in an appropriate forum, or to claim that those courts do not have jurisdiction.

This agreement has been entered into on the date stated at the beginning of it.

If we do not hear from you within 14 days of receipt of this letter, then we will treat this as acceptance of and agreement.

Yours sincerely

Smart TM Solutions Ltd

APPOINTMENT ACCEPTANCE

I/We acknowledge and confirm our agreement to the terms of this engagement.

Name: Signed: Date: