

**DATA PROCESSOR CONTRACT UNDER THE TERMS OF WHICH  
COMPLETE PAYROLL SERVICES LIMITED ACTS AS A DATA PROCESSOR  
ON BEHALF OF A PAYROLL CLIENT WHO IS A DATA CONTROLLER**

**GENERAL DATA PROTECTION REGULATIONS**

The new EU General Data Protection Regulation 2016/679 ('GDPR') imposes a requirement for the terms of appointment of a 'data processor' by a 'data controller' to be set out in a formal contract between them and also prescribes various matters which must be stipulated in such a contract or other legal act (Article 28).

We therefore set out below our understanding of the terms of the GDPR data processing contract ('DPC') under which payroll processing and related services are provided to you.

Please read the contract carefully and if you are in agreement with the provisions as stated you need take no further action although we would recommend that you print a copy of this document and include it in your GDPR compliance file.

If you do not agree please contact us immediately to discuss the position.

**Data Processing Contract ('DPC')**

This Data Processing Contract consisting of eight pages is between

You, our client  
(The Data Controller)

and

Complete Payroll Services Limited  
(The Data Processor)

**GENERAL**

Our general terms of business and related statutory disclosures are as detailed at [www.poveylittle.co.uk](http://www.poveylittle.co.uk).

**PERIOD OF THIS AGREEMENT**

This agreement will continue until terminated in accordance with the specific provisions set out in this contract or in accordance with the specific provisions set out in our general terms of business.

**TERMS**

The terms used in this DPC shall have the meanings set forth in this DPC.

**1. Definitions**

1.1 In this DPC, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

1.1.1 "Applicable Laws" means European Union or Member State laws and any other applicable Data Protection Laws applicable to The Data Processor in respect of The Personal Data held by The Data Processor or processed by The Data Processor on behalf of The Data Controller;

1.1.2 "Data Protection Laws" means EU Data Protection Laws and, to the extent applicable, the data protection or other privacy laws of the United Kingdom;

1.1.3 "EEA" means the European Economic Area;

1.1.4 "EU Data Protection Laws" means EU Directive 95/46/EC, as transposed into domestic legislation of the United Kingdom and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

1.1.5 "GDPR" means EU General Data Protection Regulation 2016/679;

1.1.6 "The Services" means the Payroll processing services to be provided by The Data Processor to The Data Controller including the managing of deductions and payments in respect of PAYE, National Insurance, Construction Industry Scheme, overtime, absence, sickness, maternity, paternity, CSA, charging order, loan, expenses and pensions as required;

1.1.7 "Sub-processor" means any person appointed by or on behalf of The Data Processor to Process The Personal Data on behalf of The Data Controller; and

1.2 The terms, "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

1.3 The word "include" shall be construed to mean include without limitation, and cognate terms shall be construed accordingly.

1.4 The term "The Personal Data" shall mean the data held by The Data Processor on behalf of The Data Controller in order for The Data Processor to meet its contractual obligations to provide The Services to The Data Controller.

## **2. Processing of The Personal Data**

2.1 The Data Processor shall:

2.1.1 Comply with all applicable Data Protection Laws in the Processing of The Personal Data; and

2.1.2 not Process The Personal Data for The Data Controller other than on The Data Controller's documented instructions unless Processing is required by any Applicable Laws to which The Data Processor is subject, in which case The Data Processor shall to the extent permitted by those Applicable Laws inform The Data Controller of that legal requirement before the relevant Processing of that Personal Data.

2.2 The Data Controller:

2.2.1 instructs The Data Processor to:

2.2.1.1 Process The Personal Data supplied; and

2.2.1.2 In particular, transfer The Personal Data to any country or territory within the EEA, as reasonably necessary for the provision of the Services; and

2.2.2 Warrants and represents that it is and will at all relevant times remain duly and effectively authorised to give the instruction set out in section 2.2.1.

Note: Annex 1 to this contract sets out certain information regarding The Data Processors Processing of The Personal Data as required by article 28(3) of the GDPR.

2.3 The Data Controller may request reasonable amendments to Annex 1 by written notice to The Data Processor from time to time as The Data Controller reasonably considers necessary to meet those requirements. Nothing in Annex 1 confers any right or imposes any obligation on either party to this contract.

### **3. Personnel**

The Data Processor shall take reasonable steps to ensure the reliability of any employee or agent or Sub-processor who may have access to the Personal Data, ensuring in each case that access is strictly limited to those individuals who need access to The Personal Data to comply with Applicable Laws in the context of that individual's duties to The Data Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

### **4. Security**

4.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, The Data Processor shall in relation to The Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

4.2 In assessing the appropriate level of security The Data Processor shall take account the risks that are presented by Processing, in particular from a Personal Data Breach.

### **5. Sub-processing**

5.1 The Data Processor does not intend to appoint any Sub-processor to process the Personal Data, however;

5.2 Should extreme circumstances, disaster or force majeure require the appointment of a Sub-processor The Data Processor will inform The Data Controller accordingly and ensure that the arrangement with the Sub-processor is governed by a written contract that includes terms which offer at least the same level of protection for The Personal Data as those set out in this contract and meet the requirements of article 28(3) of the GDPR

5.2.1 The Data Processor will give The Data Controller prior written notice of the appointment of a Sub-processor, including full details of the Processing to be undertaken by the Sub-processor.

If, within ten days of receipt of that notice, The Data Controller gives The Data Processor, in writing, details of any objections (on reasonable grounds) to the said appointment:

5.2.2 The Data Processor shall work with The Data Controller in good faith to make available a commercially reasonable change of that Sub-processor; and

5.2.3 Where such a change cannot be made within twenty-one days from The Data Processor's receipt of The Data Controller's notice The Data Controller may by written notice to The Data Processor with immediate effect terminate this contract to the extent that it relates to the Services which require the use of the Sub-processor.

### **6. Data Subject Access Rights**

6.1 Taking into account the nature of the Processing, The Data Processor shall assist The Data Controller by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of The Data Controller's obligations, as reasonably understood by The Data Controller, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

6.2 The Data Processor shall:

6.2.1 promptly notify The Data Controller if it, or any duly appointed Sub-Processor, receives a request from a Data Subject under any Data Protection Law in respect of Personal Data; and

6.2.2 ensure that no response to that request will be made except on the documented instructions of The Data Controller or as required by Applicable Laws to which The Data Processor is subject, in which case The Data Processor shall to the extent permitted by Applicable Laws inform The Data Controller of that legal requirement before responding to the request.

## 7. **Personal Data Breach**

7.1 The Data Processor shall notify The Data Controller without undue delay upon The Data Processor or any Sub-processor becoming aware of a personal data breach affecting The Personal Data, providing The Data Controller with sufficient information to allow The Data Controller to meet any obligations to report or inform Data Subjects of the personal data breach under the Data Protection Laws.

7.2 The Data Processor shall co-operate with The Data Controller and take such reasonable commercial steps as are directed by The Data Controller to assist in the investigation, mitigation and remediation of each such personal data breach.

## 8. **Data Protection Impact Assessment and Prior Consultation**

The Data Processor shall provide reasonable assistance to The Data Controller with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which The Data Controller reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of The Personal Data by, and taking into account the nature of the Processing and information available to, The Data Processor.

## 9. **Deletion or return of The Personal Data**

9.1 Subject to sections 9.2 and 9.3 The Data Processor shall promptly and in any event within twenty eight days of the date of cessation of any Services involving the Processing of The Personal Data (the "Cessation Date"), delete and procure the deletion of all copies of The Personal Data.

9.2 Subject to section 9.3, The Data Controller may in its absolute discretion by written notice to The Data Processor within twenty days of the Cessation Date require The Data Processor to (a) return a complete copy of all The Personal Data to The Data Controller by secure file transfer in such format as is reasonably notified by The Data Controller to The Data Processor; and (b) delete and procure the deletion of all other copies of The Personal Data Processed by any Sub-Processor.

9.3 The Data Processor may retain The Personal Data to the extent required by Applicable Laws and only to that extent and for such period as required by Applicable Laws and always provided that The Data Processor shall ensure the confidentiality of The Personal Data and shall ensure that The Personal Data is only Processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose.

## 10. **Audit rights**

10.1 Subject to sections 10.2 and 10.3 The Data Processor shall make available to The Data Controller upon request all information necessary to demonstrate compliance with this contract, and shall allow the audit and inspection by The Data Controller of the systems applied in the Processing of The Personal Data.

10.2 The Data Controller shall give The Data Processor reasonable notice of any audit or inspection to be conducted under section 10.1 and shall make all reasonable endeavours to avoid causing (or, if it cannot avoid, to minimise) any damage, injury or disruption to The Data Processors' premises, equipment, personnel and business during the course of such an audit or inspection.

10.3 The Data Processor need not give access to its premises for the purposes of such an audit or inspection:

10.3.1 to any individual unless he or she produces reasonable evidence of identity and authority;

10.3.2 outside normal business hours at those premises, unless the audit or inspection needs to be conducted on an emergency basis and The Data Controller has given notice to The Data Processor that this is the case before attendance outside those hours begins; or

10.3.3 For the purposes of more than one audit or inspection in any calendar year, except for any additional audits or inspections which:

10.3.3.1 The Data Controller reasonably considers necessary because of genuine concerns as to The Data Processor's compliance with this contract; or

10.3.3.2 The Data Controller is required or requested to carry out by Data Protection Law, a Supervisory Authority or any similar regulatory authority responsible for the enforcement of Data Protection Laws in any country or territory, where The Data Controller has identified its concerns or the relevant requirement or request in its notice to The Data Processor of the audit or inspection.

## 11. **Infringements**

11.1 The Data Processor will inform The Data Controller immediately if it should be asked to do something infringing the GDPR or other data protection law of the EU or other member state.

## 12. **General Terms**

Governing law and jurisdiction

12.1 This contract and all non-contractual or other obligations arising out of or in connection with it are governed in the first instance by the laws of the United Kingdom.

Changes in Data Protection Laws, etc.

12.2 The Data Controller may, by at least thirty calendar days' written notice to The Data Processor, from time to time propose any variations to this contract which The Data Controller reasonably considers to be necessary to address the requirements of any Data Protection Law.

12.3 If The Data Controller gives notice under section 12.2:

12.3.1 The Data Processor shall promptly co-operate (and ensure that any affected Sub-processors promptly co-operate) to ensure that equivalent variations are made to any agreement put in place; and

12.3.2 The Data Controller shall not unreasonably withhold or delay agreement to any consequential variations to this contract proposed by The Data Processor to protect The Data Processor against additional risks associated with the variations made under section 12.3.1

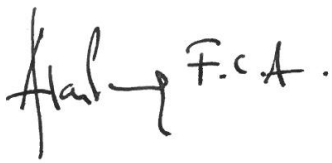
12.4 If The Data Controller gives notice under section 12.3.1, the parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements identified in The Data Controller's notice as soon as is reasonably practicable.

#### Severance

12.5 Should any provision of this contract be invalid or unenforceable, then the remainder of this contract shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

**IN WITNESS WHEREOF**, this contract is entered into and becomes operational with effect from the date first set out above.

For Complete Payroll Services Limited  
The Data Processor

A handwritten signature in black ink, appearing to read 'A M Povey F.C.A.', with a stylized flourish at the end.

A M Povey FCA

Director

## **ANNEX 1: DETAILS REGARDING THE PROCESSING OF THE PERSONAL DATA**

This Annex 1 includes certain details of the Processing of The Personal Data as required by Article 28(3) GDPR

### **Data Subjects**

The employees of The Data Controller  
The Construction Industry Scheme (CIS) subcontractors of The Data Controller

### **Processing Purpose**

The calculation, processing and reporting of statutory and other deductions from employee and subcontractor gross salary or payments due to allow The Data Controller to meet its statutory and legal obligations relating to payroll processing for its employees and subcontractors.

### **Lawful Basis for processing**

Contractual appointment as payroll services provider

### **Period of data processing**

Until the termination of the contract for the provision of payroll services

### **Sources of Personal Data**

The Data Controller  
H M Revenue and Customs  
The Data Subject

### **Types of Data Held**

Personal Data - Yes

Sensitive Data - No

### **Data Storage Locations**

Processing - Southern England  
Encrypted Backup - Northern Europe

### **Data Security Arrangements**

Physical restriction and control of access to computers holding data  
Full Layered Password Protection of Data  
Wired Network Access Only  
Full Network Access Security via operation of Network Domain  
External Data Security Audits  
Secure Operational Disaster Recovery Site  
Confidential secure destruction of any physically held data

### **Data Processing Locations**

Single Location – Southern England

### **Transfer of data**

No Data will be transferred outside of the EEA

## ANNEX 1: DETAILS REGARDING THE PROCESSING OF THE PERSONAL DATA CONTINUED

### Data Retention

The data retention period is six years

### Details of the Personal Data we may hold about each Data Subject

#### Person

Name  
Address  
E-mail address  
Date of birth  
Gender  
Marital status  
National Insurance Number  
National Insurance Category  
Unique Tax Reference Number  
Bank Account Details  
Employee Number  
PAYE Code Number

#### Employment

Date of joining as an employee  
Date of leaving as an employee  
Pay history  
Dates and times worked  
Record of absence  
Sickness details  
Time sheet or similar data

#### Pay

Gross salary and wage amounts  
Subcontractor payments due  
SSP  
SMP  
SPP  
Loans  
Pension deductions and payments  
Attachments to earnings  
Expense claims  
Benefits received  
Previous and other employments

#### Construction Industry Scheme

Subcontract payments  
CIS verification data  
CIS tax deduction rates

#### Pension

Details of pension scheme  
Details of scheme membership  
Rates of deduction from earnings