

Data Protection & Processing Agreement

This Agreement forms part of the contract between The Gift Voucher Shop Limited and Rewards From Us To You (“the Supplier”) and supersedes any previous agreement on data processing as may be set out in the current contract.

The following expressions are defined as follows

“Authority” means the Information Commissioners Office in the UK or such other duly appointed authority upon which responsibility for enforcing data protection legislation in the UK has devolved

“Data Protection Laws” means (as amended, superseded or replaced from time to time and to the extent applicable to a Party, its business or services or obligations under this Agreement) the Data Protection Act 1998, any legislation or regulations which implement Directive 95/46/EC and the Privacy and Electronic Communications Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426), the General Data Protection Regulation (EU) 2016/679 (on and from 25 May 2018) and all applicable laws and regulations relating to the processing of personal data and privacy including where applicable guidance and codes of practice issued by the Information Commissioner or any other regulator with jurisdiction over the data processing arrangements contemplated in this Agreement.

“The Gift Voucher Shop Limited” (“GVS”, “We”) means The Gift Voucher Shop Limited (company number 04286835) with registered office at 4 The Merlin Centre, Acrewood Way, St Albans, AL4 0JY.

For the purposes of this Agreement the Supplier is a data processor and GVS is the data controller.

The purpose and timeframe for processing personal data by the Supplier on behalf of GVS is set out in Appendix One.

1.0 The Supplier warrants to GVS that:

- a) execution of this Agreement and performance by it of its obligations hereunder will not contravene the provisions of any law, judgement, order or consent, approval, authorisation, permission or licence;
- b) where required, it has been registered with the Authority as a data processor and will seek to maintain such registration;
- c) it has in place, appropriate security, technical and organisational measures to prevent unlawful or unauthorised access to Personal Data or the equipment used to process Personal Data, unlawful or unauthorised processing, unauthorised destruction of Personal Data, loss of Personal Data, unauthorised alteration of Personal Data or unauthorised disclosure of Personal Data.
- d) It will act only on instructions from GVS and, specifically, shall only process personal data (which shall include the disclosure of personal data to third parties) for the purposes notified by GVS to the Supplier;
- e) It will not appoint a sub-processor to process GVS personal data without express consent from GVS. Thirty days-notice of an appointment of a sub-processor and the services to be provided must be given to allow GVS to undertake its own independent checks of said sub-processor (if necessary). Such express consent will not be withheld unreasonably;
- f) prior to processing the personal data, implement appropriate technical and organisational measures to enable it to process personal data in compliance with obligations imposed by the Data Protection Legislation;
- g) not transfer personal data outside the European Economic Area without the written approval of GVS unless the Supplier is able to demonstrate to GVS’s reasonable satisfaction that the country or territory of destination provides adequate security in accordance with the Data Protection Legislation.

- h) Ensure that all persons authorised to process personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and relevant training.
- 1.1 In the event of a complaint to the Authority or claim made against the Supplier by a Data Subject or any third party in respect of processing carried out by the Supplier for the purposes of this Agreement, the Supplier agrees to notify GVS in writing of any such complaint or claim within two days of such complaint or claim coming to its attention and will not make any admissions of liability without prior consultation with GVS; and keep GVS fully informed of the status of the complaint or claim and consider GVS requests as to the conduct of the Supplier in relation to the complaint or claim (particularly if a complaint or claim has also been made against GVS).
- 1.2 The Supplier undertakes to do such reasonable actions as are necessary to ensure that it can give, and will continue to be able to give the warranties set out in this clause and use Personal Data which it obtains or receives as a result of entering into and performing this Agreement solely for the purposes of this Agreement and will work with GVS to ensure that both parties comply with all future requirements under future GDPR regulations
- 1.3 The Supplier will advise GVS immediately on becoming aware of a loss or possible loss of personal data provided to it by GVS and shall indemnify, keep indemnified and hold harmless GVS for all costs, losses, claims, damages, expenses or proceedings incurred or suffered by it because of a breach of this Clause.
- 1.4 Upon termination of this agreement the Supplier will return all GVS personal data in its possession or, with GVS's agreement, securely destroy, including deletion from systems, of the personal data.
- 1.5 Audit
 - 1.5.1 GVS has the right to Audit the Supplier in relation to services provided to GVS annually.
 - 1.5.2 Alternatively, the Supplier can provide independently undertaken Audit report in relation to Data Processing (if one is undertaken).
 - 1.5.3 Even if a report supplied under 1.5.2 is provided, GVS retains the right to conduct its own audit, or appoint independent auditor to conduct audit.
 - 1.5.4 A minimum of seven (7) days-notice will be given for any audit to be performed.

Appendix One – Processing Personal Data on behalf of GVS

Length of time: the contract will last for a minimum of *insert timeframe here*.

Purpose of processing: The Supplier will only process personal data for the following

1. The name and address of the customer will be entered into the Gift Voucher Shop online portal in order for the gift card to be delivered to the customer.

Destruction/deletion of personal data: once processed, the personal data will be kept for the following length of time (in line with the above points for processing:

1. 60 days from despatch of order (in case an order is not received and can be recreated and despatched)

On termination of this agreement, the Supplier agrees to

- Return all personal data in its possession or
- to securely destroy or delete personal data and to confirm to GVS once completed.