

# Data Processor Agreement

## Data Protection

We are committed to ensuring the protection of the privacy and security of any personal data which we process. Your attention is drawn to the General Data Protection Regulation clause on page 2 of the "Bates Weston Terms of Business" which details how we treat personal data received by us in the provision of our services during our engagement with you. By employing the Bates Weston Payroll Bureau Services, you confirm, that as the Employer, you have read and understood this clause.

The following is in addition to the 'Bates Weston Payroll Engagement Terms' and takes effect from the date the payroll engagement terms are accepted.

## DATA PROTECTION

1. In this clause:

**'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, pursuant to our engagement letter with you;

**'data protection legislation'** means all applicable privacy and data protection legislation and regulations including PECR, 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'**, **'personal data breach'**, **'processor'**, **'process'** and **'supervisory authority'** shall have the meanings given to them in the data protection legislation;

**'GDPR'** means the General Data Protection Regulation ((EU) 2016/679); and

**'PECR'** means the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003).

**'Bates Weston'** refers to Bates Weston LLP and its related businesses including but not exclusively Bates Weston Audit Ltd.

2. We shall both comply with all applicable requirements of the data protection legislation. This clause is in addition to, and does not relieve, remove or replace, either of our obligations under the data protection legislation.

3. We both acknowledge that for the purposes of the data protection legislation, you are the data controller and we are the data processor. The Schedule below sets out the scope, nature and purpose of processing by us, the duration of the processing and the types of personal data and categories of data subject.
4. In respect of the client personal data, unless otherwise required by applicable laws or other regulatory requirements, we shall:
  - a. process the client personal data only in accordance with your lawful written instructions, in order to provide you with the services pursuant to our engagement with you and in accordance with applicable data protection legislation;
  - b. disclose and transfer the client personal data to [members of our firm's network,] our regulatory bodies or other third parties (for example, our professional advisors 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;
  - c. disclose the client personal data to courts, government agencies and other third parties as and to the extent required by law;
  - d. maintain written records of our processing activities performed on your behalf which shall include:
    - i. the categories of processing activities performed;
    - ii. details of any on cross border data transfers outside of the European Economic Area (EEA); and
    - iii. a general description of security measures implemented in respect of the client personal data;
  - e. 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.
  - f. return in a commonly used format or destroy all the client personal data upon the termination of the engagement, regardless of reason or manner, with you pursuant to which we agreed to provide the services;
  - g. ensure that only those 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;
  - h. where we transfer the client personal data to a country or territory outside the EEA to do so in accordance with data protection legislation;
  - i. 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);

- j. 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;
  - k. at your cost and upon receipt of you 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 the data protection laws.
5. Without prejudice to the generality of clause 2, you will ensure that you have all necessary appropriate consents and notices in place to enable the lawful transfer of the client personal data to us.

## **SUB-PROCESSORS**

1. We are given general authorisation to engage third-parties to process the Personal Data ("Sub-Processors") without obtaining any further written, specific authorisation from you, provided that we notify you in writing about the identity of a potential Sub-Processor (and its processors, if any) before any agreements are made with the relevant Sub-Processors and before the relevant Sub-Processor processors any of the Personal Data.

If you wish to object to the relevant Sub-Processor, you shall give notice in writing. Absence of any objections from you shall be deemed as consent to the relevant Sub-Processor.

2. In the event you object to a new Sub-Processor and we cannot accommodate your objections, you may terminate the Services by providing written notice to us.
3. We shall, on an ongoing basis, monitor our Sub-Processors/Third Parties compliance with the Applicable Law.
4. We are accountable to you for any Sub-Processor/Third Parties in the same way as we are for our own actions and omissions.
5. The list of the Sub-Processors/Third Parties used by us are contained within this Data Processing Agreement and updated regularly.

## **CONTACT**

1. Should you require any further details regarding our treatment of personal data, please contact our data protection representative:

Glyn Evans - [dataenquiry@batesweston.co.uk](mailto:dataenquiry@batesweston.co.uk) or 01332 365855.

## SCHEDULE

This Schedule includes certain details of the processing of client personal data as required by Article 28(3) of the GDPR.

### 1. Subject matter and duration of the processing of client personal data

The subject matter is the Payroll service for the Employer and the duration of the processing of personal data is the length of the service agreement, with the additional length of legal obligation time which is specified by the HMRC. This is set out in the Letter of Engagement.

### 2. The nature and purpose of the processing of client personal data

Nature and Purpose of Processing of client personal data by Bates Weston Payroll Bureau is to provide the Payroll service for the Employer and is defined in greater detail in the Payroll Letter of Engagement.

### 3. The types of client personal data which may be processed for Current and Former Employees:

Personal Data	Reason for processing	Basis for processing
Personal and shared parent information, and contact details; including: name, address, email address, date of birth/death, gender, government issued ID.	To maintain accurate information when submitting PAYE and Pension data to HMRC and pension provider.  To contact employee and process payslip.	Legal obligations and to communicate with employee.
Financial, payroll and tax information; including: salary, benefits, pension, student loan status, earnings attachments/deduction of earnings, bank account details, tax codes, NI number, company car registration	To ensure employees are paid correctly and receive the correct benefits.  To ensure the deduction of amounts owed to DWP or local authorities.  To comply with income tax/student loan requirements.  To ensure compliance with pension regulations.	Legal obligations and to send/process payment information.
Absence records; including: details of the absence i.e. maternity, paternity, sickness, annual leave, doctors' notes/sick notes, maternity and paternity documents.	To maintain a record of annual leave.  To maintain a record of sickness absence to ensure correct payment of SSP or contractual sick pay.	Legal obligations and to process benefits and SSP payments.

Absence records continued....	To maintain a record of leave for maternity/paternity, adoption, shared parental and other type of paid or unpaid leave or time off work, to ensure correct payment of statutory or contractual pay.	Legal obligations and to process benefits and SSP payments.
Termination of employment	To maintain employee record to ensure compliance with legal, pension and tax requirements.	Legal obligations.

#### 4. The categories of data subject to whom the client personal data relates

Contact	Authenticating
Account	Credit
Identifying	Communication
Medical and Health	

#### 5. Your obligations and rights

All your other general obligations and rights are set out in the engagement letter between us.

### APPROVED SUB-PROCESSORS/THIRD PARTIES

The following Sub-Processors/Third Parties are used by Bates Weston Limited Payroll Service and shall be considered approved by you, the Data Controller, for entering into this Agreement.

This list will be updated as appropriate and the latest version of this Agreement can be found on our website.

#### Sub-Processors/Third Parties list:

- H M Revenue & Customs and other government agencies
- SSL Group Ltd ePayslip service (Secure online payslip portal)
- BACS
- Your Approved Pension Provider:  
(e.g.: NEST; The Peoples Pension; Legal & General; Aegon; Scottish Widows; Aviva; Create Pensions; Royal London; NOW Pensions; Standard Life)