

## DATA SHARING AGREEMENT

**THIS AGREEMENT** (Date) .....

### **PARTIES**

- (1) PRS Plumbing Solutions LTD incorporated and registered in England and Wales with company number 09697862 whose registered office is at c/o Brisan Accountancy First Floor, Canada House, 20/20 Business Park, Maidstone, Kent, ME20 7JG; and
- (2) **CONSUMER CREDIT SOLUTIONS LIMITED** incorporated and registered in England and Wales with company number 11044649 whose registered office is at First Floor, 22 Eaton Avenue, Matrix Office Park, Buckshaw Village, Chorley, Lancashire, PR7 7NA (**CCS**)

### **BACKGROUND**

- (A) The Business Retail Client agrees to share the Personal Data with CCS on terms set out in this Agreement and CCS agrees to use the Personal Data within the EEA on the terms set out in this Agreement.

### **AGREED TERMS**

#### **1. Interpretation**

The following definitions and rules of interpretation apply in this Agreement.

##### 1.1 Definitions:

**Agreed Purpose:** has the meaning given to it in clause 2 of this Agreement.

**Agreement:** this Agreement, which is a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Commencement Date:** has the meaning given at the beginning of the Agreement.

**Data Protection Legislation:** (i) Data Protection Act 2018 (ii) the General Data Protection Regulation; (iii) Directive 2002/58/EC as updated by Directive 2009/136/EC; and (iv) any other laws and regulations relating to the processing of personal data and privacy which apply to a party and, if applicable, the guidance and codes of practice issued by the relevant data protection or supervisory authority.

**ECOF Service:** The facilitation and supply of the software service 'Electronic Choice of Funding' maintained and delivered through a third-party sub-processor.

**Personal Data Breach:** a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data.

**Shared Personal Data:** the personal data to be shared between the parties under clause 3 of this Agreement.

**Subject Access Request:** the exercise by a data subject of his or her rights under Article 15 of the GDPR.

**Supervisory Authority:** the relevant supervisory authority in the territories where the parties to this Agreement are established.

**Term:** the period commencing on the Commencement Date and ending at such time as the parties cease to share Personal Data for the Agreed Purpose.

**Controller, Processor, Data Subject and Personal Data, Special Categories of Personal Data, Processing** and "appropriate technical and organisational measures" shall have the meanings given to them in the Data Protection Legislation.

- 1.2 Clause and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.6 References to clauses are to clauses of this Agreement.
- 1.7 Any words following the terms **including, include, in particular** or **for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.
- 1.8 In the case of any ambiguity between any provision contained in the body of this Agreement and any provision contained in the Schedules or appendices, the provision in the body of this Agreement shall take precedence.
- 1.9 A reference to **writing** or **written** includes fax and email.
- 1.10 Unless the context otherwise requires the reference to one gender shall include a reference to the other genders.

## **2. Purpose**

- 2.1 This Agreement sets out the framework for the sharing of **Personal Data** between the parties as **Controllers**. It defines the principles and procedures that the parties shall adhere to and the responsibilities the parties owe to each other.
- 2.2 The parties agree to only process Shared Personal Data, as described in clause 3.1 for the following purposes:
  - (a) Providing education and training;
  - (b) Provision of ECOF Service;
  - (c) Promotion of services;

- (d) Supporting clients; and
- (e) Managing the business relationship between the two parties.

The parties shall not process Shared Personal Data in a way that is incompatible with the purposes described in this clause (**Agreed Purpose**).

- 2.3 Each party shall appoint a single point of contact (**SPoC**) who will work together to reach an agreement with regards to any issues arising from the data sharing and to actively improve the effectiveness of the data sharing initiative. The points of contact for each of the parties are:
- (a) Paul Selman, Managing Director, [admin@prsplumbingsolutions.co.uk](mailto:admin@prsplumbingsolutions.co.uk), Tel: 01622 244350.

### **3. Shared Personal Data**

- 3.1 The following types of Personal Data will be shared between the parties during the Term of this Agreement:
- (a) Personal details;
  - (b) Employment details;
  - (c) Training details; and
  - (d) The services provided by CCS for and on behalf of the Business Retail Client.

- 3.2 The Shared Personal Data must not be irrelevant or excessive with regard to the Agreed Purposes.

### **4. Lawful, fair and transparent processing**

During the Term of this Agreement, each party shall ensure that it processes the Shared Personal Data fairly and lawfully and shall ensure that it has legitimate grounds under the Data Protection Legislation for the processing of Shared Personal Data.

### **5. Data quality**

The Business Retail Client shall ensure that before the Commencement Date, Shared Personal Data are accurate.

### **6. Data subjects' rights**

- 6.1 The parties each agree to provide such assistance as is reasonably required to enable the other party to comply with requests from Data Subjects to exercise their rights under the Data Protection Legislation within the time limits imposed by the Data Protection Legislation.
- 6.2 The SPoC for each party is responsible for maintaining a record of individual requests for information, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request.

### **7. Data retention and deletion**

- 7.1 CCS shall not retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purposes.

- 7.2 Notwithstanding clause 7.1, parties shall continue to retain Shared Personal Data in accordance with any statutory or professional retention periods applicable in their respective countries and / or industry.
- 7.3 CCS shall ensure that any Shared Personal Data are returned to the Business Retail Client or destroyed once processing of the Shared Personal Data is no longer necessary for the purposes it were originally shared for.

## **8. Transfers**

- 8.1 For the purposes of this clause, transfers of personal data shall mean any sharing of personal data by the Business Retail Client with a third party, and shall include, but is not limited to subcontracting the processing of Shared Personal Data and granting a third party controller access to the Shared Personal Data.
- 8.2 If CCS appoints a third party processor to process the Shared Personal Data it shall comply with Article 28 and Article 30 of the GDPR and shall remain liable to the Business Retail Client for the acts and/or omissions of the processor.
- 8.3 CCS may not transfer Shared Personal Data to a third party located outside the EEA unless it;
- (a) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
  - (b) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protections pursuant to Article 45 of the GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 of the GDPR; or (iii) one of the derogations for specific situations in Article 49 of the GDPR applies to the transfer.

## **9. Security and training**

- 9.1 The Business Retail Client shall only provide the Shared Personal Data to CCS by using secure methods. In the event that the Business Retail Client chooses not to share personal data using secure methods in breach of this clause, the Business Retail Client will indemnify CCS and hold CCS harmless for any cost, charges, damages, expenses or loss caused as a result.
- 9.2 The parties undertake to have in place throughout the Term appropriate technical and organisational security measures and shall keep such security measures under review and shall carry out such updates as they agree are appropriate.
- 9.3 It is the responsibility of each party to ensure that its staff members are appropriately trained to handle and process the Shared Personal Data.

## **10. Personal data breaches and reporting procedures**

- 10.1 The parties shall each comply with its obligation to report a Personal Data Breach to the appropriate Supervisory Authority and (where applicable) data subjects and shall each inform the other party of any Personal Data Breach irrespective of whether there is a requirement to notify any Supervisory Authority or data subject(s).
- 10.2 The parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach in an efficient and compliant manner.

## **11. Review and termination of agreement**

- 11.1 The parties agree to notify each other of any change which impacts of the way in which they process Shared Personal Data and where necessary agree to perform a Data Privacy Impact Assessment (DPIA) to identify and reduce the risks of data processing activities including a major system or business change.
- 11.2 Each party reserves its rights to inspect the other party's arrangements for the processing of Shared Personal Data and to terminate the Agreement where it considers that the other party is not processing the Shared Personal Data in accordance with this Agreement.
- 11.3 For the avoidance of doubt, the ECOF Service is provided to the Business Retail Client at the discretion of CCS and CCS reserves the right to terminate this Agreement or suspend the provision of the ECOF Service at any time.
- 11.4 Where the Business Retail Client ceases to provide Shared Personal Data to CCS for any reason whatsoever, CCS shall be entitled to terminate this Agreement immediately by written notice.
- 11.5 Upon termination of this Agreement, for any reason whatsoever, the Business Retail Client shall cease to have access to the ECOF Service and agrees that all finance facilities provided by the finance lenders through the ECOF Service shall cease.

## **12. Resolution of disputes with data subjects or the Supervisory Authority**

- 12.1 In the event of a dispute or claim brought by a data subject or the Supervisory Authority concerning the processing of Shared Personal Data against either or both parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- 12.2 The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the Supervisory Authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- 12.3 Each party shall abide by a decision of a competent court of CCS's country of establishment or of the Supervisory Authority.

## **13. Allocation of cost**

Each party shall perform its obligations under this Agreement at its own cost.

## **14. Limitation of liability**

- 14.1 Neither party excludes or limits liability to the other party for:
- (a) fraud or fraudulent misrepresentation;
  - (b) death or personal injury caused by negligence;
  - (c) a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

(d) any matter for which it would be unlawful for the parties to exclude liability.

14.2 Subject to clause 16.1, neither party shall in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

- (a) any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
- (b) loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
- (c) any loss or liability (whether direct or indirect) under or in relation to any other contract.

## **15. Third party rights**

No one other than a party to this Agreement, shall have any right to enforce any of its terms.

## **16. Variation**

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## **17. Severance**

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

## **18. No partnership or agency**

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

## **19. Entire agreement**

19.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

## **20. Governing law and jurisdiction**

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

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



Signed by Paul Selman.  
for and on behalf of PRS  
Plumbing Solutions LTD

A handwritten signature in black ink, appearing to read 'Paul Selman', written on a light-colored background.