



Privacy Policy

Introduction and who we are

Welcome to CG Professional Limited's (CRN: 10621734) (collectively referred to as "CG", "we", "us" or "our" in this privacy policy) privacy policy.

CG respects your privacy and is committed to protecting personal data. This privacy policy will inform you as to how we look after your personal data and tell you about your privacy rights and how the law protects you.

This privacy policy is provided in a layered format set out below.

1. Important information

Purpose of this privacy policy

This privacy policy aims to give you information on how CG collects and processes your personal data, including any data you may provide when you purchase a service.

It is important that you read this privacy policy together with any other privacy policy or fair processing policy we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This privacy policy supplements other notices and privacy policies and is not intended to override them.

Processor

Where CG Processes Personal Data on your behalf, the terms at Annex A shall apply.

Controller

When we collect your personal data, CG Professional Limited is the controller and responsible for your personal data. We are registered with the Information Commissioner's Office (Registration number: ZA284592).

We have appointed a data protection officer ("DPO") who is responsible for overseeing questions in relation to this privacy policy. If you have any questions about this privacy policy, including any requests to exercise your legal rights, please contact the DPO using the details set out below.

Processor

Where CG Processes Personal Data on your behalf (i.e. where you are the Controller), the terms at Annex A shall apply.

Contact details

If you have any questions about this privacy policy or our privacy practices, please contact our DPO in the following ways:

Full name of DPO: Stacey Turner

Email address: Stacey.turner@cgprofessional.co.uk

Postal address: CG Professional Limited, St George's House, St George's Street, Chorley, Lancashire PR7 2AA

Telephone number: 01257 448 410

You have the right to make a complaint at any time to the Information Commissioner's Office ("ICO"), the UK regulator for data protection issues (www.ico.org.uk). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

Changes to the privacy policy and your duty to inform us of changes

We keep our privacy policy under regular review.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

2. The data we collect about you

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together as follows:

- **Identity Data** includes first name, maiden name, last name, username or similar identifier, marital status, title, date of birth and gender.
- **Contact Data** includes billing address, delivery address, email address and telephone numbers.
- **Financial Data** includes bank account and payment card details.



- **Transaction Data** includes details about payments to and from you and other details of services you have purchased from us.
- **Usage Data** includes information about how you use our services.
- **Marketing and Communications Data** includes your preferences in receiving marketing or other communications from us and your communication preferences.

We may also collect, use and share **Aggregated Data** such as statistical or demographic data for any purpose. Aggregated Data could be derived from your personal data but is not considered personal data in law as this data will **not** directly or indirectly reveal your identity. For example, we may aggregate your data to calculate the percentage of clients using a specific service or in a particular sector. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this privacy policy.

We do not collect any **Special Categories of Personal Data** about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health, and genetic and biometric data). Nor do we collect any information about criminal convictions and offences.

If you fail to provide personal data

Where we need to collect personal data by law, or under the terms of a contract we have with you, and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with goods or services). In this case, we may have to cancel a service you have with us but we will notify you if this is the case at the time.

3. How is your personal data collected?

We use different methods to collect data from and about you including through:

- **Direct interactions.** You may give us your Identity, Contact and Financial Data by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you:
 - apply for our services;
 - subscribe to our service or publications;
 - request marketing or other communications to be sent to you; or
 - give us feedback or contact us.
- **Third parties or publicly available sources.** We will receive personal data about you from various third parties and public sources as set out below:
 - Contact, Financial and Transaction Data from providers of technical, payment and delivery services and credit check providers.
 - Identity and Contact Data from intermediaries.
 - Identity and Contact Data from publicly available sources such as Companies House and the Electoral Register based inside the UK.

4. How we use your personal data

We will only use your personal data when the law allows us to and will use it in accordance with applicable data protection and privacy laws. Most commonly, we will use your personal data in the following circumstances:

- **Where we need to perform the contract we are about to enter into or have entered into with you.** This means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.
- **Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.** This means the interest of our business in conducting and managing our business to enable us to give you the best service and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting us.



- **Where we need to comply with a legal obligation.** This means processing your personal data where it is necessary for compliance with a legal obligation that we are subject to.

Generally, we do not rely on consent as a legal basis for processing your personal data although we will get your consent before sending third party direct marketing communications to you via email or text message. You have the right to withdraw consent to marketing at any time by contacting us.

Purposes for which we will use your personal data

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact us if you need details about the specific legal ground we are relying on to process your personal data where more than one ground has been set out in the table below.

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
To register you as a new client	(a) Identity (b) Contact	Performance of a contract with you
To provide and deliver the services including: (a) Manage payments, fees and charges (b) Collect and recover money owed to us	(a) Identity (b) Contact (c) Financial (d) Transaction (e) Marketing and Communications	(a) Performance of a contract with you (b) Necessary for our legitimate interests (to recover debts due to us)
To manage our relationship with you which will include: (a) Notifying you about changes to our terms or privacy policy (b) Asking you to leave a review or take a survey (c) Referrals to or consultation with external third parties in relation to the services we provide.	(a) Identity (b) Contact (c) Marketing and Communications	(a) Performance of a contract with you (b) Necessary to comply with a legal obligation (c) Necessary for our legitimate interests (to keep our records updated and to improve our services)
To administer and protect our business (including data analysis, system maintenance, support, reporting and hosting of data)	(a) Identity (b) Contact	(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise) (b) Necessary to comply with a legal obligation
To make suggestions and recommendations to you about services that may be of interest to you	(a) Identity (b) Contact (c) Usage (d) Marketing and Communications	Necessary for our legitimate interests (to develop our services and grow our business)

Marketing

We strive to provide you with choices regarding certain personal data uses, particularly around marketing and advertising.



Client marketing/updates from us

We may use your Identity, Contact, and Usage Data to form a view on what services and information we think you may want or need, or what may be of interest to you. This is how we decide which services and offers may be relevant for you.

You will receive communications from us if you have requested information from us or purchased services from us and you have not opted out of receiving communications of that nature.

Third-party marketing

We will get your express opt-in consent before we share your personal data with any third party for marketing purposes.

Opting out

You can ask us or third parties to stop sending you marketing messages at any time by contacting us.

Where you opt out of receiving these marketing messages, this will not apply to personal data provided to us as a result of a service experience or other interactions.

Change of purpose

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us.

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

5. Disclosures of your personal data

We may share your personal data with the parties set out below for the purposes set out in the table above.

- External Third Parties, such as the following:
 - service providers acting as processors based in the UK who provide IT and system administration services.
 - professional advisers acting as processors or joint controllers including lawyers, accountants, bankers, auditors and insurers based in the UK who provide consultancy, banking, legal, insurance and accounting services.
 - HM Revenue & Customs, regulators and other authorities acting as processors or joint controllers based in the UK who require reporting of processing activities in certain circumstances.
 - Credit check providers and other services we use to undertake our professional and regulatory obligations in connection to client identification and verification and anti-money laundering requirements.
 - Referrals made to other professional providers based in the UK where you have consented to us providing that personal data.
- Third parties to whom we may choose to sell, transfer or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy policy.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

6. International transfers

Whenever we transfer your personal data out of the UK, we ensure a similar degree of protection is afforded to it, by ensuring at least one of the following safeguards is implemented:

- We will only transfer your personal data to countries that have been deemed to provide an adequate level of protection for personal data.



- Where we use certain service providers, we may use specific contracts approved for use in the UK which give personal data the same protection it has in the UK.

Please contact us if you want further information on the specific mechanism used by us when transferring your personal data out of the UK.

7. Data security

We have put in place appropriate technological and organisational security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so within any mandatory timescales.

8. Data retention

How long will you use my personal data for?

We will only retain your personal data for as long as reasonably necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements. We may retain your personal data for a longer period in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect to our relationship with you.

To determine the appropriate retention period for personal data, we consider the amount, nature and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting or other requirements.

By law we have to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for six years after they cease being customers for tax purposes.

In some circumstances you can ask us to delete your data: see '*your legal rights*' below for further information.

In some circumstances we will anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you.

9. Your legal rights

Under certain circumstances, you have rights under data protection laws in relation to your personal data. Please click on the links below to find out more about these rights:

- **Request access** to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.
- **Request correction** of your personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.
- **Request erasure** of your personal data . This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.
- **Object to processing** of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.
- **Request restriction of processing** your personal data This enables you to ask us to suspend the processing of your personal data in the following scenarios:



- If you want us to establish the data's accuracy.
- Where our use of the data is unlawful but you do not want us to erase it.
- Where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims.
- You have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.
- **Request transfer** of your personal data. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.
- **Right to withdraw consent** where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain services to you. We will advise you if this is the case at the time you withdraw your consent.

If you wish to exercise any of the rights set out above, please contact us.

No fee usually required

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we could refuse to comply with your request in these circumstances.

What we may need from you

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

Time limit to respond

We try to respond to all legitimate requests within one month. Occasionally it could take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.



Annex A: Data Processing Terms

1.2

This Data Processing Annex is subject to the terms of our Engagement Letter and is incorporated into the Engagement Letter. Interpretations and defined terms set forth in the Engagement Letter apply to the interpretation of this Data Processing Annex.

A reference to writing or written includes faxes and email.

In the case of conflict or ambiguity between:

- (a) the terms of any accompanying invoice or other documents annexed to this Data Processing Annex and any provision contained in the Annexes, the provision contained in the Annexes will prevail; and
- (b) any of the provisions of this Data Processing Annex and the provisions of our Engagement Letter, the provisions of this Data Processing Annex will prevail.

Personal data types and processing purposes

You and CG agree and acknowledge that, where you provide Personal Data in connection with the provision of services by CG then for the purpose of the Data Protection Legislation:

- (a) you are the Controller and CG is the Processor.
- (b) you retain control of the Personal Data and remains responsible for your compliance obligations under the Data Protection Legislation, including but not limited to, providing any required notices and obtaining any required consents, and for the written processing instructions it gives to CG.
- (c) **Error! Bookmark not defined.**CG will process the Personal Data to fulfil the Business Purposes.

CG's obligations

CG will only process the Personal Data to the extent, and in such a manner, as is necessary for the Business Purposes in accordance with your written instructions. CG will not process the Personal Data for any other purpose or in a way that does not comply with this Data Processing Annex or the Data Protection Legislation. CG will notify you if, in its opinion, your instructions do not comply with the Data Protection Legislation.

CG will comply with your written instructions which require CG to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.

CG will maintain the confidentiality of the Personal Data and will not disclose the Personal Data to third-parties unless you or this Data Processing Annex specifically authorises the disclosure, or as required by domestic or EU law, court or regulator (including the Commissioner). If a domestic or EU law, court or regulator (including the Commissioner) requires CG to process or disclose the Personal Data to a third-party, CG will first inform you of such legal or regulatory requirement and give you an opportunity to object or challenge the requirement, unless the domestic or EU law prohibits the giving of such notice.

CG will reasonably assist you, with meeting your compliance obligations under the Data Protection Legislation, taking into account the nature of CG's processing and the information available to CG, including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with the Commissioner under the Data Protection Legislation.

1. Definitions and Interpretation

1.1 The following definitions and rules of interpretation apply in this Annex:

Authorised Persons: the persons or categories of persons that a Client authorises to give CG written personal data processing instructions from time-to-time from whom CG agrees solely to accept such instructions. 1.3

Business Purposes: the services to be provided by CG to a Client as described in the Engagement Letter. 1.4

Commissioner: the Information Commissioner (see Article 4(A3), UK GDPR and section 114, DPA 2018).

Controller, Processor, Data Subject, Personal Data, Personal Data Breach and Processing: have the meanings given to them in the Data Protection Legislation.

Controller: has the meaning given to it in section 6, DPA 2018. 2.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (**DPA 2018**); and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and the guidance and codes of practice issued by the Commissioner or other relevant regulatory authority and which are applicable to a party. 2.1

Data Subject: the identified or identifiable living individual to whom the Personal Data relates.

EEA: the European Economic Area.

Engagement: the services specified in CG's Engagement Letter.

Engagement Letter: any client care letter pursuant to which CG provides legal services to you together with all terms and conditions of business and documents referred to therein. 3.

Personal Data: means any information relating to an identified or identifiable living individual that is processed by CG on your behalf as a result of, or in connection with, the provision of the services by CG under the Engagement Letter; an identifiable living individual is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual. 3.1

Processing, processes, processed, process: any activity that involves the use of the Personal Data. It includes, but is not limited to, any operation or set of operations which is performed on the Personal Data or on sets of the Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing also includes transferring the Personal Data to third-parties. 3.2

Personal Data Breach: a breach of security leading to the accidental, unauthorised or unlawful destruction, loss, alteration, disclosure of, or access to, the Personal Data. 3.3

Processor: a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Controller. 3.4

Records: has the meaning given to it in Section 12.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.



- 3.5 CG will notify you of any changes to the Data Protection Legislation that may reasonably be interpreted as adversely affecting CG's performance of the Engagement or this Data Processing Annex.
- 4. CG's employees**
- 4.1 CG will ensure that all of its employees:
- (a) are informed of the confidential nature of the Personal Data and are bound by written confidentiality obligations and use restrictions in respect of the Personal Data;
 - (b) have undertaken training on the Data Protection Legislation and how it relates to their handling of the Personal Data and how it applies to their particular duties; and
 - (c) are aware both of CG's duties and their personal duties and obligations under the Data Protection Legislation and this Data Processing Annex.
- 5. Security**
- 5.1 CG will at all times implement appropriate technical and organisational measures against accidental, unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of the Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data.
- 5.2 CG will implement such measures to ensure a level of security appropriate to the risk involved, including as appropriate:
- (a) the pseudonymisation and encryption of personal data;
 - (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - (c) the ability to restore the availability and access to personal data in the event of a physical or technical incident; and
 - (d) a process for regularly testing, assessing and evaluating the effectiveness of the security measures.
- 6. Personal data breach**
- 6.1 CG will promptly (and with regard to any notification requirements applicable under the Data Protection Laws) notify you in writing if it becomes aware of:
- (a) the loss, unintended destruction or damage, corruption, or unusability of part or all of the Personal Data. CG will restore such Personal Data at its own expense as soon as possible;
 - (b) any accidental, unauthorised or unlawful processing of the Personal Data; or
 - (c) any Personal Data Breach.
- 6.2 Where CG becomes aware of (a), (b) and/or (c) above, it will also provide you with the following written information:
- (a) description of the nature of (a), (b) and/or (c), including the categories of in-scope Personal Data and approximate number of both Data Subjects and the Personal Data records concerned;
 - (b) the likely consequences; and
 - (c) a description of the measures taken or proposed to be taken to address (a), (b) and/or (c), including measures to mitigate its possible adverse effects.
- 6.3 Following any accidental, unauthorised or unlawful Personal Data processing or Personal Data Breach, the parties will co-ordinate with each other to investigate the matter. Further, CG will reasonably co-operate with you at no additional cost to you, in your handling of the matter, including but not limited to:
- (a) assisting with any investigation;
 - (b) providing you with physical access to any facilities and operations affected;
 - (c) facilitating interviews with CG's employees, former employees and others involved in the matter including, but not limited to, its officers and directors;
 - (d) making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by you; and
 - (e) taking reasonable steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach or accidental, unauthorised or unlawful Personal Data processing.
- 6.4 CG will not inform any third-party of any accidental, unauthorised or unlawful processing of all or part of the Personal Data and/or a Personal Data Breach without first obtaining your written consent, except when required to do so by domestic or EU law.
- 6.5 CG agrees that you have the right to determine:
- (a) whether to provide notice of the accidental, unauthorised or unlawful processing and/or the Personal Data Breach to any Data Subjects, the Commissioner, other in-scope regulators, law enforcement agencies or others, as required by law or regulation or in your discretion, including the contents and delivery method of the notice; and
 - (b) whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.
- 6.6 CG will cover all reasonable expenses associated with the performance of the obligations under clause 6.1 to clause 6.3 unless the matter arose from your specific written instructions, negligence, wilful default or breach of your obligations under this Data Processing Annex or applicable law, in which case you will cover all reasonable expenses.
- 6.7 CG will also reimburse you for actual reasonable expenses that you incur when responding to an incident of accidental, unauthorised or unlawful processing and/or a Personal Data Breach to the extent that CG caused such, including all costs of notice and any remedy as set out in Section 6.5.
- 7. Cross-border transfers of personal data**
- 7.1 CG (and any Sub-processor) will not transfer or otherwise process the Personal Data outside the UK or, the EEA without obtaining your prior written consent.
- 8. Sub-processors**
- 8.1 CG may share Personal Data with Sub-processors or authorise any third party or Sub-processor to process the Personal Data from time to time. These may include:
- (a) CG's professional advisers such as lawyers and accountants;
 - (b) Government or regulatory authorities or regulators/tax authorities/corporate registries;
 - (c) Professional indemnity or other relevant insurers;



- (d) Third parties to whom we outsource or refer certain services such as, without limitation, document processing and translation services, confidential waste disposal, IT systems or software providers, IT Support service providers, document and information storage providers;
 - (e) Third parties engaged in the course of the services we provide to clients such as consultants, counsel, arbitrators, mediators, clerks, witnesses, cost draftsmen, court, opposing party and their lawyers, document review platforms and experts such as tax advisors, valuers or professional experts.
- 8.2 Please note this list is non-exhaustive and there may be other examples where we need to share with other parties in order to provide the Services as effectively as we can.
- 8.3 CG will only authorise a third-party (Sub-processor) to process the Personal Data if:
- (a) CG enters into a written contract with the Sub-processor that is no less protective of such Personal Data than this Annex;
 - (b) CG maintains control over all of the Personal Data it entrusts to the Sub-processor;
 - (c) the Sub-processor's contract terminates automatically on termination of this Data Processing Annex for any reason; and
 - (d) (where applicable) you are provided with an opportunity to object to the appointment of each Sub-processor.
- 8.4 Where the Sub-processor fails to fulfil its obligations under the written agreement with CG which contains terms substantially the same as those set out in this Data Processing Annex, CG remains fully liable to you for the Sub-processor's performance of its agreement obligations.
- 8.5 The Parties agree that CG will be deemed by them to control legally any Personal Data controlled practically by or in the possession of its Sub-processors.
- 9. Complaints, data subject requests and third-party rights**
- 9.1 CG will, at no additional cost to you, take such technical and organisational measures as may be appropriate, and promptly provide such information to you as you may reasonably require, to enable you to comply with:
- (a) the rights of Data Subjects under the Data Protection Legislation, including, but not limited to, subject access rights, the rights to rectify, port and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data; and
 - (b) information or assessment notices served on you by the Commissioner under the Data Protection Legislation.
- 9.2 CG will notify you in writing if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation.
- 9.3 CG will notify you without undue delay if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their other rights under the Data Protection Legislation.
- 9.4 CG will give you, at no additional cost to you, its full cooperation and assistance in responding to any complaint, notice, communication or Data Subject request.

- 9.5 CG will not disclose the Personal Data to any Data Subject or to a third-party other than in accordance with your written instructions, or as required by domestic or EU law.
- 10. Term and termination**
- 10.1 This Data Processing Annex will remain in full force and effect so long as:
- (a) the Engagement Letter remains in effect; or
 - (b) CG retains any of the Personal Data related to the services it is providing in its possession or control (**Term**).
- 10.2 Any provision of this Data Processing Annex that expressly or by implication should come into or continue in force on or after termination or completion of the Engagement in order to protect the Personal Data will remain in full force and effect.
- 10.3 If a change in any Data Protection Legislation prevents either party from fulfilling all or part of its Engagement Letter obligations, the parties may agree to suspend the processing of the Personal Data until that processing complies with the new requirements.
- 11. Data return and destruction**
- 11.1 At your request, CG will give you, or a third-party nominated in writing by you, a copy of or access to all or part of the Personal Data in its possession or control in the format and on the media reasonably specified by you.
- 11.2 On termination of the Engagement for any reason or expiry of its term, CG will, subject to its legal and regulatory duties to retain client information (which may include Personal Data) securely delete or destroy or, if directed in writing by you, return and not retain, all or any of the Personal Data related to this Data Processing Annex in its possession or control, except for one copy that it may retain and use for CG's compliance.
- 11.3 If any law, regulation, or government or regulatory body requires CG to retain any documents, materials or Personal Data that CG would otherwise be required to return or destroy, it will notify you in writing of that retention requirement, giving details of the documents, materials or Personal Data that it must retain, the legal basis for such retention, and establishing a specific timeline for deletion or destruction once the retention requirement ends.
- 12. Records**
- 12.1 CG will keep detailed, accurate and up-to-date written records regarding any processing of the Personal Data, including but not limited to, the access, control and security of the Personal Data, the processing purposes, categories of processing, and a general description of the technical and organisational security measures referred to in Clause 5.1 (**Records**).
- 12.2 CG will ensure that the Records are sufficient to enable you to verify CG's compliance with its obligations under this Data Processing Annex and the Data Protection Legislation and CG will provide you with copies of the Records upon reasonable request.
- 13. Audit**
- 13.1 If a Personal Data Breach occurs or is occurring, or CG becomes aware of a breach of any of its obligations under this Data Processing Annex or any of the Data Protection Legislation, CG will:
- (a) conduct its own audit to determine the cause;
 - (b) produce a written report that includes detailed plans to remedy any deficiencies identified by the audit;



- (c) provide you with a copy of the written audit report; and
- (d) remedy any deficiencies identified by the audit without undue delay.

14. Ensuring Compliance

14.1 CG will ensure that:

- (a) its employees, agents and any other person or persons accessing the Personal Data on its behalf are reliable and trustworthy and have received the required training on the Data Protection Legislation;
- (b) it and anyone operating on its behalf will process the Personal Data in compliance with the Data Protection Legislation and other laws, enactments, regulations, orders, standards and other similar instruments;
- (c) considering the current technology environment and implementation costs, it will take appropriate technical and organisational measures to prevent the accidental, unauthorised or unlawful processing of Personal Data and the loss or damage to, the Personal Data, and ensure a level of security appropriate to:

14.2

15. Notice

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15.3

the harm that might result from such accidental, unauthorised or unlawful processing and loss or damage;

- (i) the nature of the Personal Data protected; and
- (ii) comply with all applicable Data Protection Legislation and its information and security policies, including the security measures required in Clause 5.1.

You warrant and represent that CG's expected use of the Personal Data for the Business Purposes and as specifically instructed by you will comply with the Data Protection Legislation.

Any notice given to CG under or in connection with this Data Processing Annex must be in writing and delivered to CG Professional Limited, St George's House, St George's Street, Chorley, Lancashire PR7 2AA

Clause 15.1 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

A notice given under this Data Processing Annex is not valid if sent by email.