

# PAYNE HICKS BEACH

## DATA-SHARING AND PROCESSING ARRANGEMENTS

If and to the extent that you and we jointly determine that we are controlling and sharing data with you in a controller to controller relationship or a joint controller relationship, we reserve the right to provide you with our data sharing agreement and you shall comply with our data sharing clauses below.

The purpose of this arrangement is for the sharing and processing of personal data, the terms and conditions of such are set out at Agreement A below that shall apply to sharing. If and to the extent that you are processing personal data on our behalf, the terms and conditions set out at Agreement B below shall apply as data processing clauses.

Agreements A for sharing and B for processing supersede any previous data-sharing and processing arrangements we may have in place with you and shall apply unless and until we confirm otherwise in writing.

### GENERAL DEFINITIONS – FOR AGREEMENT A AND B

<b>Agreement:</b>	Agreements A and B together shall be referred to as the Agreement;
<b>Data Subject:</b>	an individual who is the subject of Personal Data;
<b>Force Majeure Event:</b>	means any circumstance not within a party's reasonable control including, without limitation: <ul style="list-style-type: none"><li>(a) acts of God, flood, drought, earthquake or other natural disaster;</li><li>(b) epidemic or pandemic;</li><li>(c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;</li><li>(d) nuclear, chemical or biological contamination or sonic boom;</li><li>(e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;</li><li>(f) collapse of buildings, fire, explosion or accident; and</li><li>(g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);</li><li>(h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause) and;</li><li>(i) interruption or failure of utility service;</li></ul>
<b>Shared Personal Data:</b>	the personal data to be shared between the parties to be set out in writing between the parties;
<b>Standard Contractual Clauses (SCC):</b>	Standard Contractual Clauses for the transfer of Personal Data from the UK to controllers and processors established in third countries and countries that are not subject to an approved adequacy regulation by the

Secretary of State, Commissioner such SCCs as approved by the Information Commissioner's Office (**ICO**) (international data transfers), as set out on the ICO website at ico.org.uk;

**UK Data Protection Legislation:**

all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the retained EU law version of the General Data Protection Regulation (**UK GDPR**); the Data Protection Act 2018 (and regulations made thereunder) (**DPA 2018**); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and the guidance and codes of practice issued by the Commissioner and which are applicable to a party;

**PHB:**

Payne Hicks Beach LLP (company number OC430964) trading as Payne Hicks Beach (a firm of solicitors authorised by the Solicitors Regulation Authority under SRA number 807106), Payne Hicks Beach Trustees (company number 02545358) and/or Payne Hicks Beach Trust Corporation Limited (company number 00850087). The registered office address of Payne Hicks Beach LLP, Payne Hicks Beach Trustees, Payne Hicks Beach Trust Corporation Limited is 10 New Square, Lincoln's Inn, London WC2A 3QG;

**Controller, Processor, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures:**

as defined in the UK Data Protection Legislation.

**AGREEMENT A**

**TRANSFERS BETWEEN CONTROLLERS AND JOINT DATA CONTROLLERS** as for the Sharing of data shall be set out below:

**1. Personal Data**

The parties having entered into or reasonably contemplating entering into a contractual agreement or similar arrangement which involves or may involve the sharing between them of such Personal Data and they hereby acknowledge, agree and warrant as follows:

- 1.1 to the extent applicable, each party may act as a Data Controller, where a Data Controller has the meaning defined by the UK Data Protection Legislation or defined as a Joint Controller;
- 1.2 the parties shall jointly determine as Joint Controllers or Data Controllers the purpose and means of processing the Personal Data that may be shared or has been shared between them;
- 1.3 each party shall be bound by its respective obligations under the UK Data Protection Legislation and shall in particular:
  - (a) ensure that it has in place all necessary notices and consents to enable the lawful transfer of the Shared Personal Data to any permitted recipients for the agreed purposes;
  - (b) process the Shared Personal Data only for the agreed purposes to be agreed between the parties;
  - (c) not disclose or allow access to the Shared Personal Data to anyone other than the recipients permitted by the party disclosing the personal data;
  - (d) ensure that any permitted recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement;

- (e) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data;
- (f) only transfer Personal Data outside the UK if one of the following conditions applies:
  - (i) the Secretary of State or Commissioner has issued an adequacy regulation confirming that the country to which we transfer the Personal Data ensures an adequate level of protection for the Data Subjects' rights and freedoms;
  - (ii) appropriate safeguards are in place such as binding corporate rules (BCR), standard contractual clauses approved by the Secretary of State in accordance with the ICO, an approved code of conduct or a certification mechanism;
  - (iii) the Data Subject has provided explicit consent to the proposed transfer after being informed of any potential risks in limited circumstances and as a one off transfer;
  - (iv) the transfer is necessary for one of the other reasons set out in the UK GDPR as an exemption, including the performance of a contract, reasons of public interest, to establish, exercise or defend legal claims or to protect the vital interests of a Data Subject where the Data Subject is physically or legally incapable of giving consent and, in some limited cases, for legitimate interest: and
  - (v) the transfer is in accordance with Articles 26 of the UK GDPR (in the event the third party is a joint controller);
- (g) assist the other party in complying with all applicable requirements of the UK Data Protection Legislation;
- (h) notify the other party without undue delay on becoming aware of any breach of the UK Data Protection Legislation;
- (i) at the written direction of the party disclosing the Personal Data, use commercially reasonable endeavours to delete or return such data and any copies thereof on termination of this Agreement unless required by law to store the Personal Data;
- (j) use compatible or similar technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from Personal Data transfers;
- (k) maintain complete and accurate records and information to demonstrate its compliance with the UK Data Protection Legislation and allow for audits by the other party or the other party's designated auditor;
- (l) give full information to any Data Subject whose Personal Data may be processed under this arrangement of the nature of such processing. This includes giving notice that, on the termination of this Agreement, Personal Data relating to that such Data Subject may be retained by or, as the case may be, transferred to one or more of the permitted recipients, their successors and assignees;
- (m) share Personal Data in accordance with the UK GDPR and the EU General Data Protection Regulation (**EU GDPR**) where required; and
- (n) ensure that the Secretary of State has made an adequacy regulation for the transfer to occur to an adequate country in accordance with the UK Data Protection Legislation; and
- (o) if the sharing involves a transfer of Personal Data outside of the UK to a third country, the parties agree to use commercially reasonable endeavours to enter into standard contractual clauses promptly.

## 2. **Mutual assistance**

Each party shall assist the other in complying with all applicable requirements of the UK Data Protection Legislation. In particular, each party shall:

- 2.1 consult with the other party about any notices given to Data Subjects in relation to the Shared Personal Data;
- 2.2 promptly inform the other party about the receipt of any data subject access request;
- 2.3 provide the other party with reasonable assistance in complying with any data subject access request;
- 2.4 not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
- 2.5 assist the other party, at the reasonable cost of the other party, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the UK Data Protection Legislation with respect to security, Personal Data Breach notifications, data protection impact assessments and consultations with the UK ICO; and
- 2.6 provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the UK Data Protection Legislation, including the joint training of relevant staff if needed, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the UK Data Protection Legislation.

## 3. **Indemnity**

You as a Joint Controller or Controller shall indemnify PHB against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by PHB arising out of or in connection with the breach of the UK Data Protection Legislation by you as a Joint Controller or Controller, and your employees or agents, provided that PHB gives to you as the Joint Controller or Controller prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and authority to manage, defend and/or settle it.

## **AGREEMENT B**

**Transfers from a Data Controller to a Data Processor, for the Processing of Personal Data as shall be set out below:**

### 4. **Data Protection**

- 4.1 Both parties will comply with all applicable requirements of the UK Data Protection Legislation.
- 4.2 The parties acknowledge that for the purposes of the UK Data Protection Legislation, the Customer is the data controller and the Provider is the data processor (where **Data Controller** and **Data Processor** have the meanings as defined in the UK Data Protection Legislation). The schedule hereto below sets out the scope, nature and purpose of processing by the Provider, the duration of the processing and the types of Personal Data (as defined in the UK Data Protection Legislation, **Personal Data**) and categories of Data Subject.
- 4.3 The Customer is PHB and the Provider shall be you.
- 4.4 Without prejudice to the generality of clause 4.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Provider for the duration and purposes of this Agreement.

- 4.5 Without prejudice to the generality of clause 4.1, the Provider shall, in relation to any Personal Data processed in connection with the performance by the Provider of its obligations under this Agreement, shall warrant that it shall:
- (a) process that Personal Data only on the written instructions of the Customer unless the Provider is required by the laws of the UK or European Union that are applicable to the Provider to process Personal Data (**Applicable Laws**). Where the Provider is relying on the Applicable Laws as the basis for processing Personal Data, the Provider shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Customer;
  - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
  - (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
  - (d) only transfer Personal Data outside the UK if one of the following conditions applies:
    - (i) the Secretary of State has issued an adequacy regulation confirming that the country to which we transfer the Personal Data ensures an adequate level of protection for the Data Subjects' rights and freedoms; or
    - (ii) appropriate safeguards are in place such as binding corporate rules (BCR), standard contractual clauses approved by the Secretary of State, an approved code of conduct or a certification mechanism;
    - (iii) the Data Subject has provided explicit consent to the proposed transfer after being informed of any potential risks in limited circumstances and as a one off transfer; or
    - (iv) the transfer is necessary for one of the other reasons set out in the UK GDPR as an exemption, including the performance of a contract, reasons of public interest, to establish, exercise or defend legal claims or to protect the vital interests of the Data Subject where the Data Subject is physically or legally incapable of giving consent and, in some limited cases, for legitimate interest;
  - (e) assist the Customer in responding to any request from a Data Subject and in ensuring compliance with its obligations under the UK Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with the UK's ICO;
  - (f) notify the Customer without undue delay on becoming aware of a Personal Data Breach;
  - (g) at the written direction of the Customer, securely use commercially reasonable endeavours to delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Laws to store the Personal Data; and
  - (h) maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the Customer or the Customer's designated auditor;

- (i) comply with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data in accordance with the UK GDPR and the EU GDPR (if applicable);
- (j) ensure that the Secretary of State has made an adequacy regulation for a transfer to occur to an adequate country in accordance with the UK Data Protection Legislation; and
- (k) if the Processing involves a transfer of Personal Data outside of the UK to a third country, the parties agree to use commercially reasonable endeavours to enter into the standard contractual clauses promptly.

4.6 The Customer does not consent to the Provider appointing any third party processor of Personal Data under this Agreement unless and until the Customer has provided specific written permission for a particular third party processor to be appointed. Should such permission be given, the Provider shall enter into a written agreement with the third party processor incorporating terms which are to be the same or substantially similar to those in this Agreement. As between the Customer and the Provider, the Provider shall remain fully liable for all acts or omissions of it and of any third party processor appointed by it at all times and for all purposes.

4.7 The parties may at any time agree to revise relevant clauses in this Agreement by replacing them with any applicable controller to processor standard clauses or similar terms (i) forming part of an applicable certification scheme or (ii) issued by or on behalf of the Information Commissioner's Office (which shall apply when replaced by attachment to this Agreement).

## 5. **Indemnity**

The Provider shall indemnify the Customer against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with the breach of the UK Data Protection Legislation by the Provider, its employees or agents, provided that the Customer gives to the Provider prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and authority to manage, defend and/or settle it.

## 6. **Law and jurisdiction for (Agreement A and B)**

6.1 This Agreement and any dispute relating to it shall be governed exclusively by the laws of England and Wales, whose courts shall have exclusive jurisdiction.

6.2 No part of this Agreement shall create any rights pursuant to the Contracts (Rights of Third Parties) Act 1999.

6.3 Neither party may assign, novate or otherwise transfer any right or obligation under this Agreement without first obtaining unequivocal consent in writing from the other party.

6.4 In the event of any conflict between the terms and conditions in this Agreement and the terms and conditions in any prior or existing agreement between the parties, the terms and conditions in this Agreement shall take precedence.

6.5 Should any part of this Agreement be found to be unlawful or unenforceable, the offending part is to be deemed omitted without affecting the legality or enforceability of any other parts of the agreement.

## 7. **Term and termination (for Agreement A and B)**

7.1 This Agreement will remain in full force and effect so long as:

- (a) this Agreement remains in effect; or

(b) the Provider, Joint Controller and Controller retains any Personal Data related to this Agreement in its possession or control (**Term**).

7.2 Any provision of this Agreement that expressly or by implication should come into or continue in force on or after termination in order to protect Personal Data will remain in full force and effect.

7.3 The Provider's, Joint Controller's or Controller's failure to comply with the terms of this Agreement is a material breach of this Agreement. In such event, the Customer/PHB may terminate any part of the authorisation of the processing of Personal Data in accordance with this Agreement, effective immediately on written notice to the Provider, Joint Controller or Controller without further liability or obligation.

7.4 If a change in any UK Data Protection Legislation prevents either party from fulfilling all or part of its obligations, the parties will suspend the processing of Personal Data in accordance with Agreement B or suspend the sharing of Personal Data in accordance with Agreement A, until that processing or sharing complies with the new requirements. If the parties are unable to bring the Personal Data processing or sharing into compliance with the UK Data Protection Legislation within 30 day, they may terminate this Agreement on written notice to the other party of no less than 90 days.

## 8. **Other provisions (for Agreement A and B)**

8.1 All paragraph and other headings in this Agreement are used for convenience only and shall not affect the interpretation of the Agreement.

8.2 This Agreement shall take effect at the time any Personal Data is transferred in any way from the Customer/PHB to the Provider, Joint Controller or Controller and shall terminate on the expiry of the Contract (as defined in paragraph 1 of the Schedule hereto below) or by written agreement between the parties. On termination for any reason clause and clause 1.3(i) of Agreement A and 4.5(g) of Agreement B above shall be engaged or in accordance with Clause (Term and Termination).

8.3 The Customer/PHB may terminate this Agreement immediately on written notice to the Provider, a Joint Controller or Controller should the Provider, Joint Controller or Controller be in breach.

8.4 The Customer/PHB reserves the right to update the terms of this Agreement, such updated terms to take immediate effect. No other variation shall be effective unless and until it is agreed in writing by the Customer/PHB.

8.5 The provision of any goods, services or communications by the Provider, Joint Controller or Controller to the Customer/PHB constitutes acceptance of the entirety of this Agreement whether or not such acceptance has been communicated to the Customer/PHB in writing, such accepted therefore shall be deemed to be accepted.

8.6 No party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance obligation has been delayed or failed to be performed.

8.7 PHB has appointed IT Governance Europe Limited to act as its EU representative. If a data subject wishes to exercise their rights under the EU GDPR, or has any queries in relation to their rights or general privacy matters, please email the PHB representative at [eurep@itgovernance.eu](mailto:eurep@itgovernance.eu). Please ensure to include PHB's full name in any correspondence sent to the PHB representative.

8.8 Any notice or other communication given to a party under or in connection with this Agreement must be in writing and delivered to:

(a) for the Customer/PHB: Jonathan Sewell, Data Protection Officer at Payne Hicks Beach LLP address of 10 New Square, Lincoln's Inn, London WC2A 3QG; and

(b) for the Provider, Joint Controller or Controller: at such address as is the registered office of that party as stated on the Companies House website.

8.9 Clause 8.8 does not apply to the service of any court proceedings or other documents in any legal action or, where applicable, or any arbitration or other method of dispute resolution.



## **THE SCHEDULE (For Agreement B)**

### **FOR PROCESSING BY THE PROVIDER IN ACCORDANCE WITH AGREEMENT B, PROCESSING IS TO BE AGREED SEPARATELY WITH A JOINT CONTROLLER OR CONTROLLER IN A SEPARATE SCHEDULE.**

#### **1. Scope**

The Customer is a firm of solicitors operating as a Limited Liability Partnership providing professional legal services in the UK and globally (and related entities) and has entered into or may enter into a contractual arrangement with the Provider or represents a third party who has entered into or may enter into a contractual arrangement with the Provider (**the Contract**). In supplying such services and the marketing thereof, in supporting and managing its personnel and in operating its business generally, the Customer controls and processes Personal Data. When it is necessary to do so, the Customer shall permit the Provider access to Personal Data held on its computer servers and/or deliver Personal Data to the Provider by e-mail, facsimile, post, courier and/or a secure delivery service such as Document Exchange (**DX**).

#### **2. Nature**

In order to supply the products, goods or services forming the subject of the Contract and any renewal or extension thereof, the Provider will process the Personal Data supplied by the Customer. Such processing may be conducted electronically and/or physically and will include but not be limited to collection, transmission, organisation, storage, retrieval and destruction of the Personal Data.

#### **3. Purpose of processing**

The Provider shall process the Personal Data provided by the Customer strictly only in accordance with clause 4.5(a) above and/or to the extent that such processing enables it to properly fulfil its obligations under the Contract and any renewal or extension thereof.

#### **4. Duration of the processing**

The Provider's entitlement to process Personal Data shall continue strictly only for the duration of the Contract and any renewal or extension thereof, following which clause 4.5(g) above will apply.

#### **5. Categories of Data Subject**

The categories of Data Subject shall be determined exclusively by the nature and purpose of the Contract and any renewal or extension thereof and comprise (i) clients, prospective clients and former clients of the Customer, (ii) permanent, temporary, prospective and former employees, agents, contractors and other personnel of the Customer, (iii) individuals with a direct interest in general business aspects of the Customer's operations, (iv) individuals with a direct interest in client, prospective client and former client matters transacted by the Customer and (v) visitors to the Customer's website. Certain Data Subjects will belong to more than one category.

#### **6. Types of Personal Data**

The Personal Data to be processed by the Provider will include names, dates of birth, postal addresses, e-mail addresses, online identifiers, family details, lifestyle details, contractual details, financial details, education details and telephone numbers and special categories of Personal Data including but not limited to information revealing racial or ethnic origin, religious or philosophical beliefs, health, sexual orientation and trade union membership. Information relating to criminal convictions may also be processed. This list is not intended to be exhaustive. It may be necessary for additional types of Personal Data to be processed and the Customer will communicate such additional types of Personal Data to the Provider on a case-by-case basis as circumstances require.

**7. Categories of Provider**

The categories of Provider shall be determined exclusively by the nature and purpose of the Contract and any renewal or extension thereof and may be (i) parties with a direct interest in aspects of the Customer's operations relating to clients, prospective clients and former clients (including but not limited to professional advisors in client matters), (ii) parties with a direct interest in the professional services aspects of the Customer's operations (including but not limited to companies providing legal training and resources), (iii) parties with a direct interest in general business aspects of the Customer's operations (including but not limited to companies providing office facilities) (iv) parties with a direct and extensive interest in IT aspects of the Customer's operations (including but not limited to companies providing computer support) and/or (iv) parties with a direct interest in the human resources aspects of the Customer's operations (including but not limited to recruitment agencies and companies administering private healthcare services). Certain Providers will belong to more than one of the categories listed.

**8. Personal data summary**

The table below sets out the types of Personal Data (and the associated Data Subject) which each category of Provider is reasonably expected to process during the course of the business relationship between the Customer and the Provider.

Category of Provider	Category of Data Subject	Type of Personal Data
Parties with a direct interest in aspects of the Customer's operations relating to clients, prospective clients and former clients	Clients, prospective clients and former clients of the Customer	<p>Names, postal addresses, e-mail addresses, telephone numbers, basic contractual and employment details</p> <p>Dates of birth, family and lifestyle details, education and training details, financial details, photographs, information in identity documents</p> <p>Special categories of Personal Data including but not limited to information revealing racial or ethnic origin, religious or philosophical beliefs, health and medical details, sex life, sexual orientation, trade union membership</p> <p>Information relating to criminal convictions that shall be subject to such consents being obtained and in place.</p>
	Individuals with a direct interest in client, prospective client and former client matters transacted by the Customer	<p>Names, postal addresses, e-mail addresses, telephone numbers, basic contractual and employment details</p> <p>Dates of birth, family and</p>

Category of Provider	Category of Data Subject	Type of Personal Data
	Permanent, temporary, prospective and former employees, agents, contractors and other personnel of the Customer	<p>lifestyle details, education and training details, financial details, photographs, information in identity documents</p> <p>Special categories of Personal Data including but not limited to information revealing racial or ethnic origin, religious or philosophical beliefs, health and medical details, sex life, sexual orientation, trade union membership</p> <p>Information relating to criminal convictions that shall be subject to such consents being obtained and in place.</p> <p>Names, postal addresses, e-mail addresses, telephone numbers, basic contractual and employment details</p>
Parties with a direct interest in the professional services aspects of the Customer's operations	Permanent, temporary, prospective and former employees, agents, contractors and other personnel of the Customer	<p>Names, postal addresses, e-mail addresses, telephone numbers, basic contractual and employment details</p> <p>Dates of birth, family and lifestyle details, education and training details, financial details, photographs, information in identity documents</p>
Parties with a direct interest in general business aspects of the Customer's operations	Permanent, temporary, prospective and former employees, agents, contractors and other personnel of the Customer	Names, postal addresses, e-mail addresses, telephone numbers, basic contractual and employment details
	Visitors to the Customer's website	Online identifiers such as internet protocol addresses
Parties with a direct and extensive interest in IT aspects of the Customer's operations	Clients, prospective clients and former clients of the Customer	Names, postal addresses, e-mail addresses, telephone numbers, basic contractual and employment details

Category of Provider	Category of Data Subject	Type of Personal Data
	<p data-bbox="639 981 1034 1122">Individuals with a direct interest in client, prospective client and former client matters transacted by the Customer</p> <p data-bbox="639 1921 1007 2065">Permanent, temporary, prospective and former employees, agents, contractors and other personnel of the</p>	<p data-bbox="1061 219 1425 432">Dates of birth, family and lifestyle details, education and training details, financial details, photographs, information in identity documents</p> <p data-bbox="1061 477 1425 757">Special categories of Personal Data including but not limited to information revealing racial or ethnic origin, religious or philosophical beliefs, health and medical details, sex life, sexual orientation, trade union membership</p> <p data-bbox="1061 801 1425 947">Information relating to criminal convictions that shall be subject to such consents being obtained and in place.</p> <p data-bbox="1061 992 1425 1126">Names, postal addresses, e-mail addresses, telephone numbers, basic contractual and employment details</p> <p data-bbox="1061 1171 1425 1384">Dates of birth, family and lifestyle details, education and training details, financial details, photographs, information in identity documents</p> <p data-bbox="1061 1429 1425 1709">Special categories of Personal Data including but not limited to information revealing racial or ethnic origin, religious or philosophical beliefs, health and medical details, sex life, sexual orientation, trade union membership</p> <p data-bbox="1061 1753 1425 1899">Information relating to criminal convictions that shall be subject to such consents being obtained and in place.</p> <p data-bbox="1061 1944 1425 2067">Names, postal addresses, e-mail addresses, telephone numbers, basic contractual and employment details</p>

Category of Provider	Category of Data Subject	Type of Personal Data
	Customer	<p>Dates of birth, family and lifestyle details, education and training details, financial details, photographs, information in identity documents</p> <p>Special categories of Personal Data including but not limited to information revealing racial or ethnic origin, religious or philosophical beliefs, health and medical details, sex life, sexual orientation, trade union membership</p> <p>Information relating to criminal convictions that shall be subject to such consents being obtained and in place.</p>
	Individuals with a direct interest in general business aspects of the Customer's operations	Names, postal addresses, e-mail addresses, telephone numbers, basic contractual and employment details
	Visitors to the Customer's website	Online identifiers such as internet protocol addresses

Category of Provider	Category of Data Subject	Type of Personal Data
Parties with a direct interest in the human resources aspects of the Customer's operations	Permanent, temporary, prospective and former employees, agents, contractors and other personnel of the Customer	<p>Names, postal addresses, e-mail addresses, telephone numbers, basic contractual and employment details</p> <p>Dates of birth, family and lifestyle details, education and training details, financial details, photographs, information in identity documents</p> <p>Special categories of Personal Data including but not limited to information revealing racial or ethnic origin, religious or philosophical beliefs, health and medical details, sex life, sexual orientation, trade union membership</p> <p>Information relating to criminal convictions that shall be subject to such consents being obtained and in place.</p>

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