

# Lentells Limited

## Data Processor Agreement for our Payroll Service

### 1. Introduction

This agreement re processing of personal data (the "**Data Processor Agreement**") regulates Lentells Limited (the "**Data Processor**") processing of personal data on behalf of the client (the "**Data Controller**") and is attached as an addendum to the Engagement Letter and Terms of Business in which the parties have agreed the terms for the Data Processor's delivery of services to the Data Controller.

### 2. Legislation

The Data Processor Agreement shall ensure that the Data Processor complies with the applicable data protection and privacy legislation (the "**Applicable Law**"), including in particular The **General Data Protection Regulation (GDPR)** (Regulation (EU) 2016/679)

### 3. Processing of personal data

**3.1 Purpose:** The purpose of the processing under the Letter of Engagement is the provision of the Services by the Data Processor as specified in the Letter of Engagement.

**3.2** In connection with the Data Processor's delivery of the Services to the Data Controller, the Data Processor will process certain categories and types of the Data Controller's personal data on behalf of the Data Controller.

**3.3** "Personal data" includes "*any information relating to an identified or identifiable natural person*" as defined in GDPR, article 4 (1) (1) (the "**Personal Data**"). The Data Processor only performs processing activities that are necessary and relevant to perform the Services.

**3.4** The Data Processor shall have and maintain a register of processing activities in accordance with GDPR, article 32 (2).

### 4. Instruction

**4.1** The Data Processor may only act and process the Personal Data in accordance with the documented instruction from the Data Controller (the "**Instruction**"), unless required by law to act without such instruction. The Instruction at the time of entering into this Data Processor Agreement (DPA) is that the Data Processor may only process the Personal Data with the purpose of delivering the services as described in the Letter of Engagement. Subject to the terms of this DPA and with mutual agreement of the parties, the Data Controller may issue additional written instructions consistent with the terms of this Agreement. The Data Controller is responsible for ensuring that all individuals who provide written instructions are authorised to do so.

**4.2** The Data Controller guarantees to process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. The Data Controller's instructions for the processing of Personal Data shall comply with Applicable Law. The Data Controller will have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which it was obtained.

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4.3 The Data Processor will inform the Data Controller of any instruction that it deems to be in violation of Applicable Law and will not execute the instructions until they have been confirmed or modified.

### **5. The Data Processor's obligations**

#### 5.1 Confidentiality

5.1.1 The Data Processor shall treat all the Personal Data as strictly confidential information. The Personal Data may not be copied, transferred or otherwise processed in conflict with the Instruction, unless agreed in writing by the Data Controller.

5.1.2 The Data Processor's employees shall be subject to an obligation of confidentiality that ensures that the employees shall treat all the Personal Data under this DPA with strict confidentiality.

5.1.3 Personal Data will only be made available to personnel that require access to such Personal Data for the delivery of the Main Services and this Data Processor Agreement.

5.2 The Data Processor shall also ensure that employees processing the Personal Data only process the Personal Data in accordance with the Instruction.

#### 5.3 Security

5.3.1 The Data Processor shall implement the appropriate technical and organizational measures as set out in this Agreement and in the Applicable Law, including in accordance with GDPR, article 32. The security measures are subject to technical progress and development. The Data Processor may update or modify the security measures from time-to-time provided that such updates and modifications do not result in the degradation of the overall security.

#### 5.4 Rights of the data subjects

5.4.1 If the Data Controller receives a request from a data subject for the exercise of the data subject's rights under the Applicable Law and the correct and legitimate reply to such a request necessitates the Data Processor's assistance, the Data Processor shall assist the Data Controller by providing the necessary information and documentation. The Data Processor shall be given reasonable time to assist the Data Controller with such requests in accordance with the Applicable Law.

5.4.2 If the Data Processor receives a request from a data subject for the exercise of the data subject's rights under the Applicable Law and such request is related to the Personal Data of the Data Controller, the Data Processor must immediately forward the request to the Data Controller and must refrain from responding to the person directly.

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#### 5.5 Personal Data Breaches

5.5.1 The Data Processor shall give immediate notice to the Data Controller if a breach occurs, that can lead to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to, personal data transmitted, stored or otherwise processed re the Personal Data processed on behalf of the Data Controller (a “Personal Data Breach”).

5.5.2 The Data Processor shall make reasonable efforts to identify the cause of such a breach and take those steps as they deem necessary to establish the cause, and to prevent such a breach from reoccurring.

#### 5.6 Data Transfers

5.6.1 Ordinarily, Lentells Limited will not transfer your data to countries outside the European Economic Area. Where we export personal data you supply to us outside the EU/EEA/UK for the purposes of storage and data processing we will ensure all such data export is compliant with relevant data protection legislation. Only those storage solutions that provide secure services with adequate relevant safeguards will be employed. You consent to such data export.

We may share personal data with other Lentells offices based in the UK for administrative purposes and to provide professional services to our clients. We limit access to personal information about you to our employees who we believe reasonably need to come into contact with that information to provide products or services to you or in order to do their job.

### **6. Sub-Processors/Third Parties**

6.1 The Data Processor may use sub-processors and/or third party organisations to support the delivery of professional services to you. The Data Processor is given general authorisation to engage third-parties to process the Personal Data (“Sub-Processors”) without obtaining any further written, specific authorization from the Data Controller, provided that the Data Processor notifies the Data Controller in writing about the identity of a potential Sub-Processor (and its processors, if any).

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

6.2 In the event the Data Controller objects to a new Sub-Processor and the Data Processor cannot accommodate the Data Controller’s objection, the Data Controller may terminate the Services by providing written notice to the Data Processor.

6.3 The Data Processor shall on an ongoing basis monitor its Sub- Processors/Third Parties compliance with the Applicable Law.

6.4 The Data Processor is accountable to the Data Controller for any Sub-Processor/Third Parties in the same way as for its own actions and omissions.

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6.5 A list of the Sub- processors/Third parties used by the Data Processor is contained within this DPA and updated regularly.

#### **7. Limitation of Liability**

7.1 The total aggregate liability to the Client, of whatever nature, whether in contract, tort or otherwise, of Lentells Limited for any losses whatsoever and howsoever caused arising from or in any way connected with this engagement shall be subject to the "Limitation of Liability" clause set out in the Letter of Engagement.

7.2 The limitation of liability does not apply to a party's expenses and resources used to perform the other party's obligations, including payment obligations, towards a relevant data protection agency or any other authority.

7.3 Nothing in this DPA will relieve the processor of its own direct responsibilities and liabilities under the GDPR.

#### **8. Duration**

8.1 The Data Processor Agreement shall remain in force until Services as provided in the Letter of Engagement are terminated in writing by either party.

#### **9. Data Protection Officer**

9.1 Although the appointment of a Data Protection Officer is not required by Data Protection Laws and Regulations, for further information please email [dataprotection@lentells.co.uk](mailto:dataprotection@lentells.co.uk)

#### **10. Termination**

10.1 Following expiration or termination of the Agreement, the Data Processor will delete or return to the Data Controller all Personal Data in its possession as provided in line with their Retention Policy. Where data is archived the Data Processor will implement reasonable measures to prevent the Personal Data from any further processing). The terms of this DPA will continue to apply to such Personal Data.

#### **11. Contact**

11.1 The contact information for the Data Processor and the Data Controller is provided in the Letter of Engagement.

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### Schedule of Processing Activities - Personal Data

Type of Personal Data	Category of Data Subject	Nature of Processing Carried Out	Purpose(s) of Processing	Duration of Processing
Personal information and contact details; including name, address, email address, date of birth, gender	Current employees  Former employees	To maintain accurate information when submitting PAYE & Pension data to HMRC & Pension provider	Necessary for the performance of the employment contract between the employee and employer.  Necessary for the compliance with the legal obligations of the employer.	Contractual on behalf of the Data Controller
Financial, payroll and tax information; including salary, benefits, pension, bank account details, tax codes and NI numbers	Current employees  Former employees	To ensure employees are paid correctly and receive the correct benefits.  To ensure compliance with income tax requirements.  To ensure compliance with pension regulations.	Necessary for the performance of the employment contract between the employee and employer.  Necessary for the compliance with the legal obligations of the employer.	Contractual on behalf of the Data Controller
Absence records; including details of the different types of absence i.e. maternity, sickness and annual leave	Current employees  Former employees	To maintain a record of the operation of annual leave.  To maintain a record of the operation of sickness absence to ensure payment of SSP or contractual sick pay.  To maintain a record of leave for maternity, paternity, adoption, shared parental, parental and any other type of paid or unpaid leave or time off work to ensure payment of statutory or contractual pay.	Necessary for the performance of the employment contract between the employee and employer.  Necessary for the compliance with the legal obligations of the employer.  To comply with the duty to make reasonable adjustments for disabled employees  To meet health and safety obligations	Contractual on behalf of the Data Controller
Termination of employment	Current employees  Former employees	To maintain employee record  To ensure compliance with legal, pension and tax requirements.	Necessary for the performance of the employment contract between the employee and employer.  Necessary for the compliance with the legal obligations of the employer.	Contractual on behalf of the Data Controller

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**Approved Sub-Processors/Third Parties**

The following Sub-Processors / Third Parties are used by Lentells Limited and shall be considered approved by the Data Controller for entering into this Agreement. The list will be updated as appropriate and the latest version can be found on our website.

1. H M Revenue & Customs
2. Secure Client portal (MyepayWindow, ePayslips & Docsafe)
3. Payroll Software Provider:  
STAR Professional Payroll  
Sage Payroll
4. NEST
5. The Peoples Pension
6. NOW: Pensions
7. Pensionsync
8. CreDec – BACs approved bureau
9. Archive storage facilities are used at:  
Filofile, The Old Dairy, Lovington, Castle Cary, Somerset. BA7 7PT.

17<sup>th</sup> May 2018