

JULIAN HOUSE DATA PROCESSING AGREEMENT (WEBSITE)

Agreement dated: September 2025

BETWEEN

(1) Julian House a registered charity in England and Wales (no. 1183751) and a company limited by guarantee (no. 11791952). Registered Office: 1 Kelso Place, Upper Bristol Road, BATH, BA1 3AU, hereby referred to as the “Data Controller”, or “Controller”.

(2) Third parties, including agencies of Julian House, that act under the instruction of Julian House, hereby referred to as the “Data Processor”, or “Processor”.

(hereinafter referred to as the “Parties”)

BACKGROUND:

- a) The Controller processes Personal Data in connection with its charitable activities.
- b) The Processor processes Personal Data on behalf of Julian House.
- c) The Controller wishes to engage the services of the Processor to process Personal Data on its behalf.
- d) This Agreement shall be effective as soon as the data processing activities occur between the parties (the “**Effective Date**”).
- e) This Agreement will not supersede any other data protection agreements signed between Julian House and the Data Processor.

1.0 DEFINITIONS AND INTERPRETATION

Agreement means this Data Processing Agreement.

Controller means an entity that alone or jointly with others determines the purposes and means of Processing of Personal Data.

Data Protection Legislation means the UK GDPR, EU GDPR (will be collectively referred to as the “GDPR”), and PECR and any other applicable EU and UK data privacy legislation.

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

Data Subject means an identified or identifiable natural person.

Personal Data means any information relating to a Data Subject, in particular where the Data Subject can be identified, directly or indirectly by reference to an identifier such as a name, an 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 that natural person.

Processing means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection,

recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Processor means an entity that Processes Personal Data on behalf, and in accordance with the instructions, of a Controller.

Parties means Julian House and the Processor.

2.0 SCOPE

- 2.0 The purpose of this Data Processing Agreement is to describe the responsibilities of the Parties in relation with the Agreement and the data processing obligations associated.

3.0 PROCESSING OF THE PERSONAL DATA

- 3.1 Julian House is the Controller for the Personal Data and the third party who will process personal data on behalf of Julian House is the Processor for the Personal Data. The Processor agrees to process the Personal Data only in accordance with Data Protection Legislation.
- 3.2 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation. In this clause 3, **Applicable Laws** means (for so long as and to the extent that they apply to either party) the UK law and/or the law of the European Union and the law of any member state of the European Union and any other applicable law where the processor resides.
- 3.3 The Parties acknowledge that the Processor may process Personal Data on behalf of the Controller during the duration of the service.
- 3.4 To the extent that the Processor processes Personal Data on behalf of the Controller in connection with this Agreement, the Processor shall:
- 3.4.1 Solely process the Personal Data for the purposes of fulfilling its obligations under this Agreement and in compliance with the Controller's written instructions as set out in this Agreement and as may be specified from time to time in writing by the Controller;
 - 3.4.2 The Processor shall not without Julian House's prior consent: use data provided by Julian House for the Supplier's own purposes, including for marketing;
 - 3.4.3 Notify the Controller immediately if any instructions of the Controller relating to the processing of Personal Data are unlawful;
 - 3.4.4 Maintain a record of its processing activities in accordance with Article 30(1) of the GDPR;

3.4.5 Assist the Controller in ensuring compliance with the obligations set out in Articles 32 to 36 of the GDPR taking into account the nature of the data processing undertaken by the Processor and the information available to the Processor, including (without limitation):

3.4.5.1 Sub-Processors

3.4.5.1.1 Not engage with any Sub-Processor/Sub-Contractor to carry out any processing of Personal Data without the prior written consent of the Controller (such consent not to be unreasonably withheld), provided that notwithstanding any such consent the Processor shall remain liable for compliance with all of the requirements of this Agreement including in relation to the processing of Personal Data;

3.4.5.1.2 The Controller gives the Processor general authorisation to replace any of its Sub-Processors or to add a new Sub-Processor. However, before any such replacement or addition the Processor shall inform the Controller of any intended changes concerning the addition or replacement of Sub-Processors, thereby giving the Controller the opportunity to object to such changes.

3.4.5.1.3 Ensure that obligations equivalent to the obligations set out in this clause 3 are included in all contracts between the Processor and permitted Sub-Contractors who will be processing Personal Data.

3.4.5.2 International Data Transfers

The Processor shall not transfer any Personal Data outside of the European Union unless the prior written consent of the Controller has been obtained.

3.4.5.3 Staff Confidentiality

The Processor shall ensure that any persons used by the Processor to process Personal Data are subject to legally binding obligations of confidentiality in relation to the Personal Data and shall ensure that only such persons used by it to provide the Services have undergone training in Data Protection and in the care and handling of Personal Data.

3.4.5.4 Security Measures

The Processor shall take appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of or damage to Personal Data taking into account the harm that might result from such unauthorised or unlawful processing, loss, destruction or damage and the nature of the Personal Data to be protected including without limitation, all such measures that may be required to ensure compliance with Article 32 of the GDPR.

3.4.5.5 Data Subject Rights

- 3.4.5.5.1 The Processor should promptly notify the Controller if it receives a request from a Data Subject (Data Subject Access Request) under any Data Protection Legislation in respect of Personal Data; and
- 3.4.5.5.2 Ensure that it does not respond to that request except on the documented instructions of the Controller or as required by applicable Data Protection Legislation to which the Processor is subject, in which case the Processor shall to the extent permitted by applicable Data Protection Legislation inform the Controller of that legal requirement before the Processor responds to the request; and
- 3.4.5.5.3 Taking into account the nature of the data processing activities undertaken by the Processor, provide all possible assistance and co-operation (including without limitation putting in place appropriate technical and organisational measures) to enable the Controller to fulfil its obligations to respond to requests from individuals exercising their rights under the Data Protection Legislation.

3.4.5.6 Data Breaches

The Processor should provide information and assistance upon request to enable the Controller to notify Data Security Breaches to the Information Commissioner and / or to affected individuals and / or to any other regulators to whom the Controller is required to notify any Data Security Breaches.

3.4.5.7 Deletion or Return of Data

- 3.4.5.7.1 At the discretion of the Controller, upon termination of this Agreement or the Main Agreement or the services, the Processor shall delete securely or return all Personal Data to the Controller and delete all existing copies of the Personal Data unless and to the extent that the Processor is required to retain copies of the Personal Data in accordance with applicable laws in which case the Processor shall notify the Controller in writing of the applicable laws which require the Personal Data to be retained;
- 3.4.5.7.2 In the event that the Personal Data is deleted or destroyed by the Processor, the Processor shall confirm to the Controller in writing that the Personal Data has been destroyed or deleted.

3.4.5.8 Audits

The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations set out in this clause 3 and allow for and contribute to audits, including inspections, conducted by or on behalf of the Controller or by the Supervisory Authority pursuant to Article 58(1) of the GDPR.

4.0 GENERAL TERMS

4.1 Indemnity

The Processor shall indemnify the Controller from and against all costs, expenses (including legal and other professional fees and expenses), losses, damages, and other liabilities of whatever nature (whether contractual, tortious or otherwise) suffered or incurred by the Controller and arising out of or in connection with any breach by the Processor or any Sub-Contractors of this Agreement.

4.2 Breach Identification and Notification

4.2.1 The Processor shall notify the Controller without undue delay (and in any event within 24 hours) of becoming aware of a breach if:

4.2.1.1 the Processor or any Sub-Contractor engaged by, or on behalf of, the Processor suffers a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data; or

4.2.1.2 the Processor or any Sub-Contractor engaged by, or on behalf of, the Processor receives any data security breach notification, complaint, notice or communication which relates directly or indirectly to the processing of the Personal Data or to either Party's compliance with the Data Protection legislation.

And in each case the Processor shall provide full co-operation, information and assistance to the Controller in relation to any such data security breach, compliance notice or communication.

5.0 GOVERNING LAW AND JURISDICTION

This Agreement is governed by the laws of England and Wales. This Agreement is subject to English Law and the exclusive jurisdiction of the English Courts. Article 28 of the UKGDPR applies.

6.0 TERMINATION

6.1 On termination of this Agreement or termination of the Main agreement or the services for whatever reason, the Processor shall cease to process the Personal Data and Confidential Information and shall arrange for the prompt and safe return of all of the Personal Data and Confidential Information, processed under the terms of this Agreement to the Controller, together with all copies of the Personal Data in its possession or control or that of its agents or contractors, within such time and by such secure means as the Controller shall provide for in writing at the time of termination of the Agreement.

6.2 On termination of this Agreement, should the Controller require the deletion of data still held by the Processor then the Processor is required to provide written evidence to support the deletion activity within the timeframe specified by the Controller.

6.3 Termination of this Agreement shall not affect any rights or obligations of either Party



which have accrued prior to the date of termination and all provisions which are expressed to, or do by implication, survive the termination of this Agreement shall remain in full force and effect.