

Dated May 4th 2018

A. Parties to this Statement

This Data Processing Statement relates to the processing of personal data carried out for the Data **Controller**: Sports Club or business using Payne Automation hardware and software to provide booking facilities with light switching control.

by the Data **Processor**: Payne Automation Limited, 5 Cowper Road, Berkhamsted, England, HP4 3DA;

B. Background and Scope

In this Statement, “**Data Protection Law**” means the General Data Protection Regulation (GDPR) which supersedes the Data Protection Act 1988 with effect from 25 May 2018, the Privacy and Electronic Communications Regulations 2003 (PECR), and all other applicable laws, each as may be amended or superseded from time to time.

In the course of The Processor providing its services to The Controller under any Statement or arrangements between them, The Processor may have access to, or be required to process, personal data on The Controller's behalf. Further details of that access or processing may be set out in any relevant Statement or other documentation.

The parties acknowledge that for the purposes of Data Protection Law, The Controller is the data controller and is required to meet its statutory obligations in relation to the processing of personal data (as defined in the Data Protection Law), irrespective of whether the processing is undertaken directly by The Controller or by a data processor acting on behalf of The Controller.

Section (C) below sets out the The Processor's obligations in relation to such personal data access or processing (“**Processor Obligations**”). The Processor agrees to comply with these Processor Obligations, which constitute a binding data processor agreement between The Controller and The Processor.

In the event of any conflict or inconsistency between this Data Processing Statement and any other Statement or arrangements, the terms of this Data Processing Statement shall prevail. It shall be governed by English law.

C. Processor Obligations

1. If The Processor accesses or processes any personal data (as defined in Data Protection Law) on The Controller's behalf, The Processor shall:
 - (a) only access or carry out processing of any such personal data on The Controller's documented instructions from time to time and in compliance with the provisions of Data Protection Law, and only then to the extent necessary for and in connection with the provision of the Services, and for no other purpose whatsoever;

- (b) only engage any third party (sub-processor) to access or carry out processing in connection with the Services on behalf of The Controller after informing The Controller and accepting any conditions which The Controller may deem necessary, and only then on terms which replicate this Data Processing Statement. The Processor shall remain liable to The Controller for any acts or omissions of its sub-processors.
 - (c) take and/or implement all appropriate technical and organisational measures against unauthorised or unlawful access or processing of such personal data, and against accidental loss, alteration or destruction of, or damage to, such personal data, and ensure the security of such data at all times (and The Processor shall promptly inform The Controller if any personal data are lost, altered or destroyed or becomes damaged, corrupted or unusable and shall take such steps as The Controller may reasonably require to restore the personal data to its original condition);
 - (d) not modify, amend or alter the contents of such personal data other than as strictly necessary for the purposes of providing the Services;
 - (e) not disclose or permit the disclosure of any such personal data to any third party unless specifically authorised in writing by The Controller;
 - (f) only transfer such personal data to countries outside the European Economic Area that ensure an adequate level of protection for the personal data and the rights of the data subject and in any event only after informing The Controller and accepting any conditions which The Controller may deem necessary;
 - (g) on termination of this Data Processing Statement or any earlier termination of The Processor's obligation to process personal data, and as otherwise directed by The Controller, The Processor shall either, as elected by The Controller:
 - i. destroy the personal data and all copies thereof; or
 - ii. transfer the personal data to The Controller or such other third party as The Controller may direct; or
 - iii. archive the personal data subject to Statement on terms of archiving including costs.
2. If The Processor receives any complaint, notice or communication which relates directly or indirectly to the access or processing of personal data or to compliance by it or The Controller with Data Protection Law (including requests from data subjects for the exercising of their statutory rights), it shall promptly notify The Controller and shall provide The Controller with full co-operation and assistance in relation to any such complaint, notice or communication.
 3. The Processor shall provide all reasonable assistance to The Controller, having regard to the nature of access or processing and the information available to The Processor, in order to assist The Controller to comply with its obligations under Data Protection Law.
 4. The Processor shall keep and provide to The Controller on request a record of The Processor's use of the personal data and access or processing activities and shall make available to The Controller all information necessary (and allow for and contribute to audits or inspections) to demonstrate compliance with the Processor's data processing obligations set out in this Data Processing

Statement, and that it is competent to access or process personal data in accordance with Data Protection Law.

5. The Processor shall take reasonable steps to ensure the reliability of all its employees or other representatives who have access to the personal data and shall ensure that all such persons:
 - (a) are informed of the confidential nature of the personal data before they gain access to it;
 - (b) have committed themselves to confidentiality obligations or are under an appropriate statutory obligation of confidentiality; and
 - (c) have undertaken training in the requirements of Data Protection Law.

D. Termination of the Statement

This Data Processing Statement shall continue in force for so long as The Processor accesses or processes any personal data on behalf of The Controller. Either party shall have the right to terminate the Statement, partially or entirely, by sending written notice of termination to the other party specifying the reasons for termination.