

CONFIDENTIALITY AND DATA PROTECTION

14.1. All information (other than publicly available via independent means or which must be disclosed by law) relating to an Agency Worker is confidential and is provided solely of proposed Assignments, Assignments and Engagements, such information must not be used for any other purpose or divulged to any third party by the Client, without the express written permission of the Employment Business and/or Agency Worker as may be required. Both parties will comply with all applicable requirements of the Data Protection Legislation. This section is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. Data Controller, Data Processor and Special Category Data have the meanings as defined in the GDPR.

14.2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Employment Business is collecting Personal Data for use in providing the services and Agency Workers as such the Employment Business act as Data Controller, The Client may also share some Personal Data about Agency Workers with the Employment Business in relation to an AWR Assignment or Agency Worker so the Employment Business can provide, monitor and develop services and engage with Agency Workers; further details are:

14.2.1. the scope of processing by the Employment Business of Personal Data is limited to processing in the UK, by the Employment Business and its third-party service providers, to facilitate the provision, monitoring and development of the services, for provision of Agency Workers and for ensuring compliance with the Terms;

14.2.2. the nature and purpose of processing of Personal Data by Employment Business is the facilitation of the services of the Employment Business;

14.2.3. the duration of the processing is limited to the duration of the provision of the services, supply of Agency Workers and any Engagement under these Terms and any further period as may be necessary to fulfil legal obligations (for example records of Agency Worker engagement and for VAT and accounting purposes and to protect against fraud); and

14.2.4. the types of Personal Data processed include Personal Data records relating to the Agency Workers, for example CVs and employment history. Personal Data processed may also include Special Category Data relating to Agency Worker health data and trade union membership. Processing of which is limited to that which is necessary to carry out the obligations and to exercise specific rights of the Data Controller or of the Data Subject in the field of employment law or collective agreements or for the assessment of the working capacity of the Agency Worker. Either as permitted by law or with freely given fully informed consent of the Data Subject we may also share driving history and driving conviction information, taking due account of rehabilitation of offender's legislation.

14.3. Each party will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data for the duration and purposes of the arrangement under these Terms.

14.4. Each party shall, in relation to any Personal Data processed in connection with the performance by Employment Business of its obligations or exercise of rights under these Terms relating to provision of services:

14.4.1. process that Personal Data only on written instructions of the Data Controller unless required to do so in accordance with meeting its legal obligations or as otherwise legally entitled.

14.4.2. 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, 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;

14.4.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

14.4.4. not transfer any Personal Data outside of the UK or wider European Economic Area unless the Data Controller's prior written consent has been obtained and the following conditions are fulfilled:

14.4.4.1. with respect to the processing of the Personal Data;

14.4.4.2. the Client or Employment Business have provided appropriate safeguards in relation to the transfer;

14.4.4.3. the Data Subject has enforceable rights and effective legal remedies as may be required to be made available by law from time to time; and

14.4.4.4. the parties comply with their obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;

14.4.5. the Client will comply with reasonable instructions notified to it in advance by the Employment Businesses written direction and as directed, delete or return Personal Data and copies thereof to the Employment Business on termination of arrangements between the parties unless required by law or otherwise entitled to maintain a record the Personal Data;

14.4.6. maintain complete and accurate records and information to demonstrate its compliance with this section

14. 14.5. The Employment Business and the Client will assist each other (at their own cost), in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

14.6. Where a party is the Data Processor in respect of relevant Personal Data notify the Data Controller without undue delay and in any event within 72 hours on becoming aware of a Personal Data breach;

14.7. The Employment Business confirms that it has entered or (as the case may be) will enter with any third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this section

14. As between the Client and the Employment Business, the Employment Business shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this section, but always subject to these Terms and any limitations of liability or obligation contained in them.

14.8. The Employment Business may, at any time on not less than 30 days' notice, revise this section by replacing it with any applicable controller to processor standard sections or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

14.9. The Employment Business undertakes to keep confidential all Relevant Terms and Conditions (other than publicly available via independent means or which must be disclosed by law) that the Client discloses to the Employment Business and not to use such information except for the purposes of compliance with the AWR (including for the avoidance of doubt and without limitation, when dealing with any request for information or complaint made by an Agency Worker or in relation to any AWR Claim).

14.10. Information relating to the Employment Business' business which is capable of being confidential must be kept confidential and not divulged to any third party, except to the extent such information is already independently in the public domain or which must be disclosed by law).