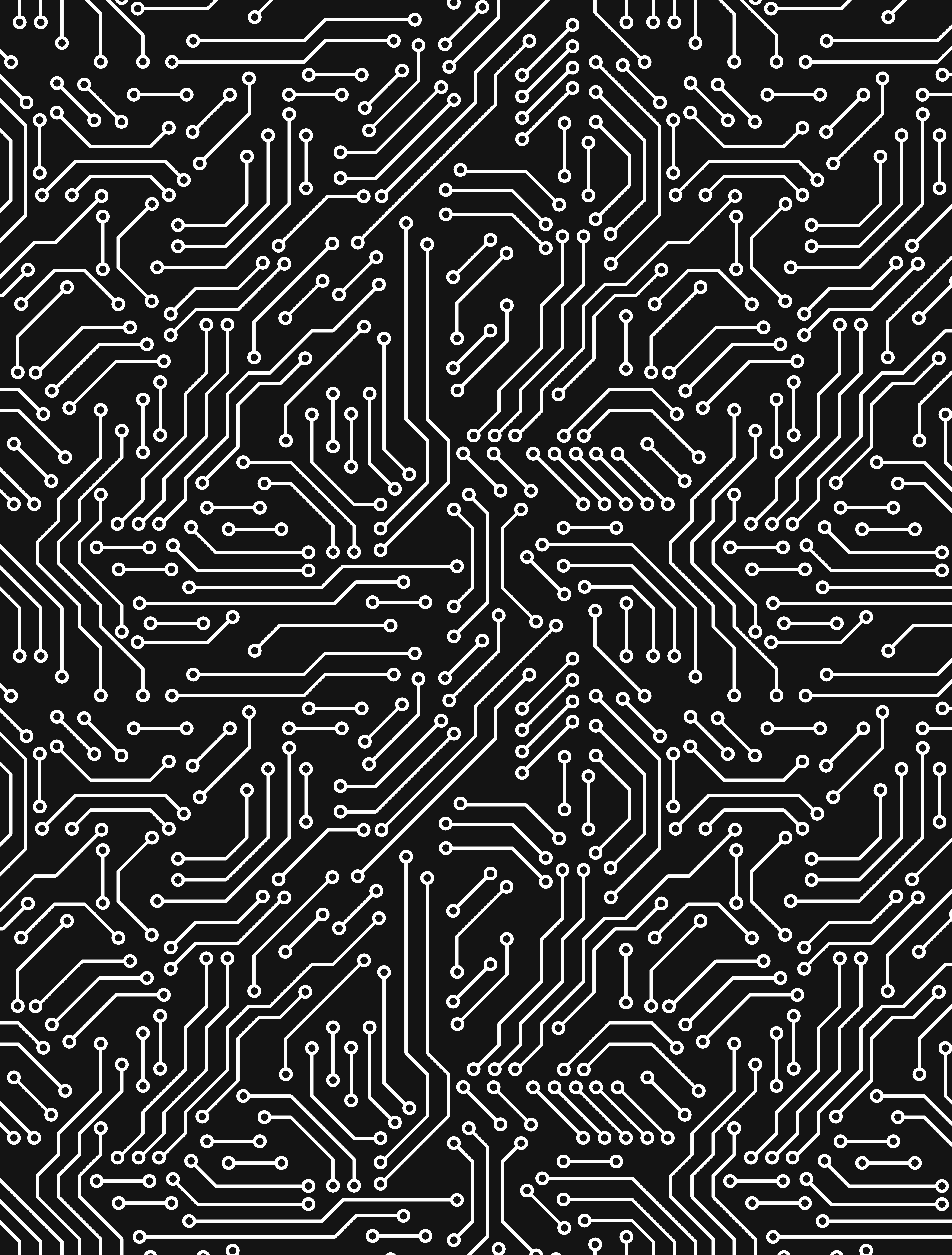
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# Data Processing Agreement

**Client DPA**

Prepared by Jeremy Gill

Tuesday, 12 August 2025

Version 1.0.02

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**THIS AGREEMENT** is dated 2018

**BETWEEN:**

|  |  |  |  |
| --- | --- | --- | --- |
| (1) | **Enhanced** | **:** | **Enhanced Computer Solutions Limited** incorporated and registered in England and Wales with company number 02910340 whose registered office is at 37 Commercial Road, Poole, Dorset BH14 0HL |
| (2) | **Customer** | **:** | <<BUSINESS NAME>> incorporated and registered in <<COUNTRY>> with company number <<NUMBER>> whose registered office is at <<REGISTERED OFFICE ADDRESS>> |

# Background

* 1. The Customer and Enhanced have entered into the Service Agreement which may require Enhanced to process Personal Data on behalf of the Customer.business
  2. This Agreement sets out the additional terms, requirements and conditions on which Enhanced will process Personal Data when providing services under the Service Agreement. This Agreement contains the mandatory clauses required by Article 28(3) of the General Data Protection Regulation ((EU) 2016/679) for contracts between controllers and processors.

# Agreed Terms

## Definitions and Interpretation

* 1. The following definitions and rules of interpretation apply in this Agreement.

|  |  |  |
| --- | --- | --- |
| **Agreement** | : | this document, including the schedules, as amended, modified or supplemented from time to time in accordance with its terms |
| **Authorised Persons** | : | the persons or categories of persons that the Customer authorises to give Enhanced personal data processing instructions *as identified in Annex A* OR *description of authorised persons* |
| **Business Purposes** | : | the provision of the services described in the Service Agreement |
| **Data Subject** | : | an individual who is the subject of Personal Data. |
| **Personal Data** | : | means any information relating to an identified or identifiable natural person that is processed by Enhanced as a result of, or in connection with, the provision of the services under the Service Agreement; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, 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, processes and process** | : | either any activity that involves the use of Personal Data or as the Data Protection Legislation may otherwise define processing, processes or process. |
| **Data Protection Legislation** | : | all applicable privacy and data protection laws including the General Data Protection Regulation ((EU) 2016/679) and any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (*2002/58/EC*) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (*SI 2003/2426*). |
| **Personal Data Breach** | : | a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed. |
| **Service Agreement** | : | a contract between Enhanced (1) and the Customer (2) for the provision of services relating to the provision, installation and maintenance of a computer system |

* 1. This Agreement is subject to the terms of the Service Agreement and is incorporated into the Service Agreement. Interpretations and defined terms set forth in the Service Agreement apply to the interpretation of this Agreement.
  2. The Annexes form part of this Agreement and will have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Annexes.
  3. A reference to writing or written includes faxes and emails.
  4. In the case of conflict or ambiguity between:
     1. any provision contained in the body of this Agreement and any provision contained in the Annexes, the provision in the body of this Agreement will prevail;
     2. any of the provisions of this Agreement and the provisions of the Service Agreement, the provisions of this Agreement will prevail.

## Personal Data Types and Processing Purposes

* 1. The Customer and Enhanced acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and Enhanced is the processor.
  2. The Customer retains control of the Personal Data and remains responsible for its compliance obligations under the applicable Data Protection Legislation, including providing any required notices and obtaining any required consents, and for the processing instructions it gives to Enhanced.
  3. Annex A describes the subject matter, duration, nature and purpose of processing and the Personal Data categories and Data Subject types in respect of which Enhanced may process to fulfil the Business Purposes of the Service Agreement.

## Enhanced's Obligations

* 1. Enhanced will only process the Personal Data to the extent, and in such a manner, as is necessary for the Business Purposes in accordance with the Customer's written instructions from Authorised Persons. Enhanced will not process the Personal Data for any other purpose or in a way that does not comply with this Agreement or the Data Protection Legislation. Enhanced must promptly notify the Customer if, in its opinion, the Customer's instruction would not comply with the Data Protection Legislation.
  2. Enhanced must promptly comply with any Customer request or instruction from Authorised Persons requiring Enhanced to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.
  3. Enhanced will maintain the confidentiality of all Personal Data and will not disclose Personal Data to third parties unless the Customer or this Agreement specifically authorises the disclosure, or as required by law. If a law, court, regulator or supervisory authority requires Enhanced to process or disclose Personal Data, Enhanced must first inform the Customer of the legal or regulatory requirement and give the Customer an opportunity to object or challenge the requirement, unless the law prohibits such notice.
  4. Enhanced will reasonably assist the Customer with meeting the Customer's compliance obligations under the Data Protection Legislation, taking into account the nature of Enhanced's processing and the information available to Enhanced, including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with supervisory authorities under the Data Protection Legislation.

## Enhanced's Employees

* 1. Enhanced will ensure that all employees:
     1. are informed of the confidential nature of the Personal Data and are bound by confidentiality obligations and use restrictions in respect of the Personal Data;
     2. have undertaken training on the Data Protection Legislation relating to handling Personal Data and how it applies to their particular duties; and
     3. are aware both of Enhanced's duties and their personal duties and obligations under the Data Protection Legislation and this Agreement.
  2. Enhanced will take reasonable steps to ensure the reliability, integrity and trustworthiness of all of Enhanced's employees with access to the Personal Data.

## Security

* 1. Enhanced must at all times implement appropriate technical and organisational measures against unauthorised or unlawful processing, access, disclosure, copying, modification, storage, reproduction, display or distribution of Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data including, but not limited to, the security measures set out in Annex B.
  2. Enhanced must implement such measures to ensure a level of security appropriate to the risk involved, including as appropriate:
     1. the pseudonymisation and encryption of personal data;
     2. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
     3. the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
     4. a process for regularly testing, assessing and evaluating the effectiveness of security measures.

## Personal Data Breach

* 1. Enhanced will promptly and without undue delay notify the Customer if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable as a result of any act or omission on the part of Enhanced. Enhanced will restore such Personal Data at its own expense.
  2. Enhanced will without undue delay notify the Customer if it becomes aware of:
     1. any accidental, unauthorised or unlawful processing of the Personal Data; or
     2. any Personal Data Breach.
  3. Where Enhanced becomes aware of 6.2.1 and/or 6.2.2 above, it shall, without undue delay, also provide the Customer with the following information:
     1. description of the nature of 6.2.1 and/or 6.2.2, including the categories and approximate number of both Data Subjects and Personal Data records concerned;
     2. the likely consequences; and
     3. description of the measures taken, or proposed to be taken to address 6.2.1 and/or 6.2.2, including measures to mitigate its possible adverse effects.
  4. Enhanced will not inform any third party of any Personal Data Breach without first obtaining the Customer's prior written consent, except when required to do so by law.
  5. Enhanced agrees that the Customer has the sole right to determine:
     1. whether to provide notice of the Personal Data Breach to any Data Subjects, supervisory authorities, regulators, law enforcement agencies or others, as required by law or regulation or in the Customer's discretion, including the contents and delivery method of the notice; and
     2. whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.
  6. Enhanced will reimburse the Customer for actual reasonable expenses that the Customer incurs when responding to a Personal Data Breach if the Personal Data Breach arose from the act or omission of Enhanced unless the matter arose from the Customer's specific instructions, negligence, wilful default or breach of this Agreement, in which case the Customer will cover all reasonable expenses.

## Subcontractors

* 1. Enhanced may only authorise a third party (subcontractor) to process the Personal Data if:
     1. The subcontractor is listed in Annex A or the Customer provides prior written consent prior to the appointment of the subcontractor;
     2. Enhanced enters into a written contract with the subcontractor that contains terms substantially the same as those set out in this Agreement, in particular, in relation to requiring appropriate technical and organisational data security measures, and, upon the Customer's written request, provides the Customer with copies of such contracts;
     3. Enhanced maintains control over all Personal Data it entrusts to the subcontractor; and
     4. the subcontractor's contract terminates automatically on termination of this Agreement for any reason.
  2. Where the subcontractor fails to fulfil its obligations under such written agreement, Enhanced remains fully liable to the Customer for the subcontractor's performance of its agreement obligations.
  3. The Parties consider Enhanced to control any Personal Data controlled by or in the possession of its subcontractors.
  4. On the Customer's written request, Enhanced will audit a subcontractor's compliance with its obligations regarding the Customer's Personal Data and provide the Customer with the audit results.

## Complaints, Data Subject Requests and Third-Party Rights

* 1. Enhanced must, at no additional cost, take such technical and organisational measures as may be appropriate, and promptly provide such information to the Customer as the Customer may reasonably require, to enable the Customer to comply with:
     1. the rights of Data Subjects under the Data Protection Legislation, including subject access rights, the rights to rectify and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data; and
     2. information or assessment notices served on the Customer by any supervisory authority under the Data Protection Legislation.
  2. Enhanced must notify the Customer immediately if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation.
  3. Enhanced must notify the Customer within five working days if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their related rights under the Data Protection Legislation.
  4. Enhanced will give the Customer its full co-operation and assistance in responding to any complaint, notice, communication or Data Subject request.
  5. Enhanced must not disclose the Personal Data to any Data Subject or to a third party other than at the Customer's request or instruction, as provided for in this Agreement or as required by law.

## Term and Termination

* 1. This Agreement will remain in full force and effect so long as:
     1. the Service Agreement remains in effect, or
     2. Enhanced retains any Personal Data related to the Service Agreement in its possession or control (Term).
  2. Any provision of this Agreement that expressly or by implication should come into or continue in force on or after termination of the Service Agreement in order to protect Personal Data will remain in full force and effect.
  3. Either party’s failure to comply with the terms of this Agreement in any material respect will be a material breach of the Service Agreement. In such event, the other party may terminate the Service Agreement effective immediately on written notice to the party who is in breach of this Agreement without further liability or obligation.
  4. If a change in any Data Protection Legislation prevents either party from fulfilling all or part of its Service Agreement obligations, the parties will suspend the processing of Personal Data until that processing complies with the new requirements. If the parties are unable to bring the Personal Data processing into compliance with the Data Protection Legislation sixty days they may terminate the Service Agreement on written notice to the other party.

## Data Return and Destruction

* 1. At the Customer's request, Enhanced will give the Customer a copy of or access to all or part of the Customer's Personal Data in its possession or control in the format and on the media reasonably specified by the Customer.
  2. On termination of the Service Agreement for any reason or expiry of its term, Enhanced will securely delete or destroy or, if directed in writing by the Customer, return and not retain, all or any Personal Data related to this Agreement in its possession or control, except for one copy that it may retain and use for 18 months for audit purposes only.
  3. If any law, regulation, or government or regulatory body requires Enhanced to retain any documents or materials that Enhanced would otherwise be required to return or destroy, it will notify the Customer in writing of that retention requirement, giving details of the documents or materials that it must retain, the legal basis for retention, and establishing a specific timeline for destruction once the retention requirement ends.
  4. Enhanced will certify in writing that it has destroyed the Personal Data within five working days after it completes the destruction.

## Records

* 1. Enhanced will keep detailed, accurate and up-to-date written records regarding any processing of Personal Data it carries out for the Customer, including but not limited to, the access, control and security of the Personal Data, approved subcontractors and affiliates, the processing purposes, categories of processing, any transfers of personal data to a third country and related safeguards, and a general description of the technical and organisational security measures referred to in clause 5.1 (Records).
  2. Enhanced will ensure that the Records are sufficient to enable the Customer to verify Enhanced's compliance with its obligations under this Agreement and Enhanced will provide the Customer with copies of the Records upon request.
  3. The Customer and Enhanced must review the information listed in the Annexes to this Agreement once a year to confirm its current accuracy and update it when required to reflect current practices

## Audit

* 1. Enhanced will permit the Customer and its third-party representatives to audit Enhanced's compliance with its Agreement obligations, on at least five working days' notice, during the Term. Enhanced will give the Customer and its third-party representatives all necessary assistance to conduct such audits.
  2. The notice requirements in clause 12.1 will not apply if the Customer reasonably believes that a Personal Data Breach occurred or is occurring, or Enhanced is in breach of any of its obligations under this Agreement or any Data Protection Legislation.
  3. If a Personal Data Breach occurs or is occurring, or Enhanced becomes aware of a breach of any of its obligations under this Agreement or any Data Protection Legislation, Enhanced will:
     1. promptly conduct its own audit to determine the cause;
     2. produce a written report that includes detailed plans to remedy any deficiencies identified by the audit;
     3. provide the Customer with a copy of the written audit report; and
     4. remedy any deficiencies identified by the audit within thirty] days.
  4. At least once a year, Enhanced will conduct site audits of its Personal Data processing practices and the information technology and information security controls for all facilities and systems used in complying with its obligations under this Agreement, including, but not limited to, obtaining a network-level vulnerability assessment performed by a recognised third-party audit firm based on recognised industry best practices.
  5. On the Customer's written request, Enhanced will make all of the relevant audit reports available to the Customer for review, redacted where necessary to avoid compromising the security of Enhanced’s systems.
  6. Enhanced will promptly address any exceptions noted in the audit reports with the development and implementation of a corrective action plan by Enhanced's management.

## Warranties

* 1. The Customer warrants and represents that
     1. Enhanced's expected use of the Personal Data for the Business Purposes and as specifically instructed by the Customer will comply with the Data Protection Legislation;
     2. The Customer has a lawful basis for processing the Personal Data and that the processing is in accordance with the principles relating to the processing of personal data set out in the Data Protection Legislation.

## Notice

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

**For the Customer:** <<CUSTOMER DATA PRIVACY CONTACT>>

**For Enhanced:** Data Protection Officer - Jeremy Gill

* 1. Clause 14.1 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
  2. A notice given under this agreement is not valid if sent by email.

This agreement has been entered into on the date stated at the beginning of it. Due to the nature of a Data Processing Agreement this document is subject to change. By signing below, you acknowledge your acceptance of the changes – unless you notify us in writing to the contrary. A current version of the agreement can be found at [enhanced.co.uk/dpa](https://enhanced.co.uk/dpa).

|  |  |  |
| --- | --- | --- |
| Signed by <<NAME OF DIRECTOR>> |  |  |
| for and on behalf of <<NAME OF CUSTOMER>> |  | **Director** |
| Signed by: Jeremy Gill |  |  |
| for and on behalf of ENHANCED |  | **Director** |

# Annex A

## Personal Data Processing Purposes and Details

**Subject matter of processing**

As part of the contract to supply and support your systems, there may be times when we come into contact with information which could be considered personal data under the GDPR regulations.

**Duration of Processing**

This agreement will stay in place as long for the duration of the contractual relationship between our parties.

**Nature of Processing**

This would generally be in response to a support request or to provide you with assistance in the transfer of data into a new system. Any data or information provided to us will be kept no longer than is needed for the purpose it was intended. Following this we may keep anonymised notes regarding the nature and resolution of the request to assist with any future reoccurrence.

**Business Purposes**

This is required as part of our contractual agreements with you.

**Personal Data Categories**

Due to the nature of the systems we supply and support and with particular reference to Payroll and HR systems there are times when we could have access to special category data

**Data Subject Types**

This could include details of your employees or other details of individuals you may have in your system.

## Approved Subcontractors

There are a few 3rd Parties we may have to share information with (software authors) or who theoretically might be able to gain access to your data (hosting providers). These people have been vetted by Enhanced and where possible have signed a mirror copy of this data processing agreement (DPA). Copies of their privacy statements can be found at the links below. (an up-to-date list of these can be found at [enhanced.co.uk/dpa](https://enhanced.co.uk/dpa))

### Software Authors

* Pegasus (Infor) [www.infor.com/company/privacy](http://www.infor.com/company/privacy/)
* Microsoft [Microsoft Privacy - Microsoft Privacy | Microsoft Learn](https://learn.microsoft.com/en-us/privacy/?toc=%2Fdynamics365%2Ftoc.json)

### Hosting Providers

* Digital Space [Information - Digital Space](https://www.digitalspace.co.uk/information/)

### Microsoft Azure/Office 365 Hosting

* [Data Privacy in the Trusted Cloud | Microsoft Azure](https://azure.microsoft.com/en-us/explore/trusted-cloud/privacy/)
* [General Data Protection Regulation - Microsoft GDPR | Microsoft Learn](https://learn.microsoft.com/en-gb/compliance/regulatory/gdpr)

### Office 365 backup

* N-Able Cove Data Protection [1. Privacy Notice - N-able](https://www.n-able.com/legal/privacy)

### Technical Monitoring Service

* N-Able <https://www.n-able.com/legal/privacy>

We may occasionally use 3rd party systems consultants whom sign up and agreed to the Enhanced privacy statement and a mirror DPA. These include:

* Aress - [Top IT Service Management Company | Aress](https://www.aress.com/)
* WhiteLabel IT - [White Label IT - 24/7 Helpdesk | Pro Services](https://www.whitelabelit.com/white-label-projects)
* Chorus [Chorus | Microsoft Partner UK | MSSP](https://www.chorus.co.uk/)
* Pax8 [Privacy Notice | Pax8](https://www.pax8.com/en-us/privacy-notice/)
* Praqmatiq [Dynamics 365 & Power Platform Experts | Microsoft Partner | Pragmatiq](https://www.pragmatiq.co.uk/)

# Annex B

## Security measures

**Physical access controls**

During working hours access to the building is controlled by an access control system, this and physical security devices restrict access to certain areas of the building. Outside of office hours this is supplemented by a monitored security system with police response.

**System & Data access controls**

Access across our networks and the systems we run are strictly controlled via passwords, security groups and group policies. User access to these is controlled on a need-to-know basis.

**Cyber Security**

We take the security of our IT infrastructure very seriously which is demonstrated by our Cyber Essentials, Cyber Essentials Plus and ISO27001 accreditations, which we review and renew every year. This includes security software and services, perimeter security/firewalls and supporting policies and procedures.

**Transmission controls**

If is necessary to transfer your data in anyway, it will be done in an encrypted manner. Where possible this will be done via connection or secure portal. Where this is not possible the data will be encrypted prior to transfer.

**Data backups**

Any customer data provided to us in relation to a support call or system implementation will not be backed up. Customer backups are stored in a secure data centre, details of which can be provided upon request.

**Data segregation**

Any data provided to us is stored in a private area of our network with restricted access