



Midlands

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TERMS AND CONDITIONS OF BUSINESS

(Issue 2.0 – September 2019)

The following terms and conditions ("Terms") form the basis of the Contract between Nationwide Data Collection Limited ("Us/We") and the client ("You"). No Contract will come into existence until You accept the quotation provided by Us.

All descriptions and information contained in our website, brochures, sales literature and other documents are general descriptions and information and do not form part of the Contract.

Quotations

Quotations are valid for period of 60 days from the date of the quotation, after which they are subject to revision. You shall be responsible for ensuring that the specification provided to Us for your project is accurate and We reserve the right to adjust the quotation if the specification of all or part of a project changes. All amendments will be discussed and agreed with You.

Price and Payment

The price payable for the project shall be the price quoted to You and written acceptance of the quotation must be received from You. Should a request be made for an invoice to be re-issued to another party then an administration fee of £50 may be charged. In any event, We will not invoice a third party without written confirmation from the third party that they accept the quotation and that they are willing to pay the invoice.

Payment is due within 30 days from the date of the invoice. If You fail to make payment by the due date, We reserve the right to:

- charge interest on any outstanding balance at the rate of 4% above the basic rate of HBOS bank or at a rate of 10%, whichever is the greater for the period of non-payment; or
- cancel the Contract; or
- suspend any work being carried out by Us.

Cancellation or postponement due to Unplanned Events

We reserve the right to charge You fees to cover costs of all services and works undertaken and expenses and overheads incurred by

Us in the event that work is cancelled or postponed due to circumstances or events beyond our direct control.

Cancellation or postponement

If You wish to cancel or postpone a survey or any other work for the project, You must inform us in writing at the address stated at the top of this page. In the event of cancellation or postponement by You, We reserve the right to charge fees to cover costs of all services and works undertaken and expenses and overheads incurred by Us. The cancellation fees are as follows: -

- 25% for projects cancelled within 3 days of fieldwork commencing
- 50% for projects cancelled within 2 days of fieldwork commencing
- 75% for projects cancelled within 1 day of fieldwork commencing

In addition, You shall be liable to pay Our fees and costs for any completed stages of the project plus any fees and costs related to work that has been committed to on behalf of You.

Individual arrangements shall be discussed for postponements, depending on the timing and individual project.



Approval

You are responsible for any errors or omissions in artwork, illustrations or photographs, proofs etc. that have been accepted by You, either verbally or in writing.

Confidentiality

All information provided by You relating to Your business will be treated as confidential. Project and survey data is confidential and will not be released to any third party without Your permission. The above shall not apply to any information that is already in the public domain and which is otherwise unrestricted nor to information that We are required to disclose by law.

Storage and disposal

We comply with the Data Protection Act in relation to storage and disposal of confidential information and records. Data sheets, interview forms and video footage are stored for a period of 3 months from the completion of the survey unless otherwise agreed.

Reports and other project related documents are stored for a period of 6 years. All information is confidentially disposed of, once the period of storage has expired.

Warranties and Limited Liability

We will use all reasonable endeavours to ensure that all obligations to be performed by Us under the Contract are performed with reasonable skill and care.

Except in respect of death or personal injury caused by our negligence for which no limit applies, Our liability under the Contract in respect of the provision of the services included in the quotation shall not exceed the price paid by You for these services. We shall not be liable to You for any loss of profits or contracts or other indirect consequential losses whether arising from negligence, breach of contract or otherwise.

Termination

We shall be entitled to terminate the Contract where:

- You fail to make payment by the due date (as above);
- You commit any continuing or material breach of any of these Terms;
- an encumbrancer takes possession or a receiver is appointed over any of Your property or assets; or You make an involuntary arrangement with Your creditors or become subject to an administration order; or You go into liquidation (except for the purposes of an amalgamation, reconstruction or other reorganisation); or
- You cease, or threaten to cease, to carry on business.

Performance of Contract

We shall not be responsible for any delays in performing, or for failure to perform, any of Our obligations under the Contract if the delay or failure is due to any cause beyond Our reasonable control including but not limited to strikes, lockouts, riots, civil commotion, acts of God, acts of terrorism, theft and war.

General

These Terms contain the entire agreement between You and Us and supersedes any prior written or oral agreement between You and Us. No variations of these Terms shall be binding unless made in writing by one of Our directors.

You may not assign any of Your rights or obligations under the Contract without Our prior written consent.



In the event of any dispute arising out of or in connection with the Contract, You agree that We may refer the dispute to an organisation experienced in Alternative Dispute Resolution in order to resolve the dispute by mediation.

Except insofar as the Terms expressly provide that a third party may in its own right enforce a provision of these Terms, a person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

These Terms shall be governed by English Law and the English Courts shall have exclusive jurisdiction to decide any dispute concerning these

DATA PROTECTION TERMS OF BUSINESS

Personal Data

This document relates to the processing of personal data as defined by the Data Protection Act 1998 and the European General Data Protection Regulation 2018 (GDPR).

'Personal data' is defined in Article 2 of the Directive by reference to whether information relates to an identified or identifiable individual.

The Law and Regulations covering data protection and use of personal data are changing in May 2018. Personal data is information about a person which that individual "owns". Everyone has rights to prevent it being used by others without their consent, other than for the enforcement of law.

Personal data collected by NDC during its survey activities includes, but is not limited to, vehicle registration plates and interview data.

Nationwide Data Collection is registered with the Information Commissioners Office, Registration Reference - Z1633744

Changes To Data Collection And Processing

Registration Plate Data

The GDPR requires informed consent in order to use an individual's personal data. The Information Commissioners Office (ICO) has ruled that vehicle registration plates are deemed personally identifiable data, see example references below.

ICO References –

<https://ico.org.uk/media/about-the-ico/consultation-responses/2015/1431796/ico-response-to-dclg-parking-reform-consultation.pdf>

https://ico.org.uk/media/action-weve-taken/decision-notice/2014/1042956/fs_50556881.pdf

As we are unable to obtain consent from individuals for vehicle registration plate surveys, we can no longer provide our clients with full vehicle registration plates from any survey involving the collection of vehicle registration plate data. All registrations will therefore be truncated before issue to the client.

Interview Surveys

To avoid interview data becoming personally identifiable data (PID) we will no longer collect the house name / number associated with the "Home" addresses – only the road name, town and postcode will be collected. As address data is normally coded to full postcodes prior to issue to the client, the lack of house names or numbers may result in some difficulties obtaining accurate postcodes, particularly on very long roads. If this proves to be an issue we will liaise with the client to agree a workable solution.

Email: enquiries@nationwidedatacollection.co.uk
Website: www.nationwidedatacollection.co.uk

Registered Office:
Haseley Office Centre, Firs Lane,
Haseley, Warwick, CV35 7LS
Company Reg. No. 6688642
VAT Reg. No. 927 4747 89



PID does not apply to trip purposes other than an individual's "Home" address - full address details can be collected for all other trip purposes.

Where self-completion interview surveys are undertaken the same criteria will apply, i.e. house names / numbers will not be collected.

To encourage responses some clients may wish to offer a prize draw as an incentive. If this situation occurs we will need to collect some PID such as the respondents name and contact details in order to administer the prize draw. The respondent will need to provide consent for this information to be collected and stored for the purpose of the project, after which it would be deleted.

CHANGES TO TERMS OF BUSINESS

To reflect the change in the law, we are making a change to our terms of business. This change is set out in the new Data Protection Clauses in this document, which will apply with immediate effect to all contracts which we have with you.

Changes to data protection are as a result of the GDPR coming into law. This affects every business in the UK and provided that we are prepared it will not cause any problems.

This provision will be incorporated into our contracts with you. If you do feel this may cause you any difficulty then please contact NDC.

Definitions for purposes of this clause only:

"We "Our" "The Company" means Nationwide Data Collection Ltd (NDC).

"You" "Your" means you, the other party each Contract entered into by the Company with you.

"The Contract" means each Contract between us.

"Data Protection Laws" means the General Data Protection Regulation, the Data Protection Act and any data protection principles published by the Information Commissioners Office or any restatement or update or amendment thereto published from time to time and only for the period and purpose required by the terms of the Contract.

"Personal Data" means personal information belonging to an individual as provided in the Data Protection Act 1998.

1. Confidentiality and Data Processing

1.1. For the purposes of this clause 1, the following definitions will apply:-

1.1.1. **Confidential Information** - all information (whether commercial, financial, technical or otherwise) relating to the disclosing party, its business, sub-contractors, other clients and suppliers, disclosed to or otherwise obtained by the recipient party under or in connection with this Agreement and which is designated as being confidential or which is by its nature clearly confidential;

1.1.2. **Controller, Data Subject, Personal Data, Processor, International Organisation** - shall have the respective meanings given to them in GDPR from time to time (and related expressions, including **process, processed, processing**, and **processes** shall be construed accordingly);

- 1.1.3. **GDPR** - The General Data Protection Regulation (EU) 2016/679, and any laws which implement GDPR or replace, extend, re-enact, consolidate or amend it;
- 1.1.4. **Protected Data** means Personal Data received from or on behalf of the Client in connection with the performance of NDC's obligations under this Agreement; and
- 1.1.5. **Sub-Processor** means any agent, subcontractor or other third party (excluding its employees) engaged by NDC for carrying out any processing activities on behalf of the Client in respect of the Protected Data.
- 1.2. Each party undertakes in respect of Confidential Information for which it is the recipient;-
 - 1.2.1. to treat such Confidential Information as confidential;
 - 1.2.2. not without the disclosing party's prior written consent to communicate or disclose any part of such Confidential Information to any person except;-
 - only to those employees, agents, sub-contractors and other suppliers on a need to know basis who are directly involved in the Agreement;
 - the recipient's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the recipient.
- 1.3. The obligations in clause 1.2 will not apply to any Confidential Information which is;-
 - 1.3.1. in the recipient's possession (with full right to disclose) before receiving it;
 - 1.3.2. or becomes public knowledge other than by breach of this clause;
 - 1.3.3. independently developed by the recipient without access to or use of the Confidential Information; or
 - 1.3.4. lawfully received from a third party (with full right to disclose).
- 1.4. The parties agree that the Client is a Controller and that NDC is a Processor for the purposes of processing Protected Data pursuant to this Agreement. The Client shall at all times comply with GDPR in connection with the processing of Protected Data. The Client shall ensure all instructions given by it to NDC in respect of Protected Data (including the terms of this Agreement) shall at all times be in accordance with GDPR.
- 1.5. NDC shall process Protected Data in compliance with the obligations placed on it under GDPR and the terms of this Agreement.
- 1.6. The Client shall indemnify and keep indemnified NDC against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the Client of its obligations under this clause 14.
- 1.7. NDC shall:

- 1.7.1. only process (and shall ensure its employees and Sub-Processors only process) Protected Data in accordance with clause 1.13 and this Agreement (and not otherwise unless alternative processing instructions are agreed between the parties in writing) except where otherwise required by applicable law (and shall inform the Client of that legal requirement before processing, unless applicable law prevents it doing so); and
- 1.7.2. if NDC believes that any instruction received by it from the Client is likely to infringe GDPR, promptly inform the Client and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.
- 1.8. NDC shall not, without the prior written authorisation of the Client, permit any processing of Protected Data by any agent, subcontractor or other third party, except by any Sub-Processors, or by any employees of NDC or of any Sub-Processors acting in the course of their employment, provided that any Sub-Processor and any direct employee of NDC is subject to an enforceable written obligation of confidence with regards to the Protected Data, and NDC will ensure that such Sub-Processors and direct employees comply with all such obligations.
- 1.9. NDC shall (at the Client's cost):
 - 1.9.1. assist the Client in ensuring compliance with the Client's obligations pursuant to Articles 32 to 36 of GDPR, taking into account the nature of the processing and the information available to NDC; and
 - 1.9.2. taking into account the nature of the processing, assist the Client (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Client's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of GDPR in respect of any Protected Data.
- 1.10. NDC shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the UK or to any International Organisation without the prior written consent of the Client.
- 1.11. NDC shall, in accordance with GDPR, make available to the Client such information that is in its possession or control as is reasonably necessary to demonstrate NDC's compliance with the obligations placed on it under this clause 1 and to demonstrate compliance with the obligations on each party imposed by Article 28 of GDPR.
- 1.12. On the termination of this Agreement, at the Client's cost and the Client's option, NDC shall either return any Protected Data to the Client or securely dispose of such Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires NDC to store such Protected Data.
- 1.13. Data processing details - Processing of any Protected Data by NDC under this Agreement shall be for the subject-matter, duration, nature and purposes set out in this clause 1.13:-
 - 1.13.1. Subject-matter of processing – Any Protected Data belonging to the Client, stored on the Client's System or otherwise provided to NDC by the Client under this Agreement;
 - 1.13.2. Duration of the processing – The duration of this Agreement;



- 1.13.3. Nature and purposes of the processing – In connection with the performance by NDC of its obligations under this Agreement including the provision of Services, Support Services, the supply and/or installation/commissioning of Hardware and the provision of Third Party Software. Processing may include formatting or reformatting, scanning for malware, copying for backup and security purposes, testing and monitoring the System or any part of it, support, fault-finding and correction, communicating with the Client, provision of updates and marketing information.
- 1.14. Technical and organisational security measures – Taking into account the state of technical development, the costs of implementation and the nature, scope, context and purposes of the processing of any Protected Data to be carried out under or in connection with this Agreement, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, NDC shall implement technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(a) to 32(d) (inclusive) of GDPR.
- 1.15. This clause 15 will continue in force notwithstanding the termination of this Agreement for any reason. Following termination, each party shall, at the other party's option, return or destroy all Confidential Information of the other party.