



Schedule 1 — Data Processing Agreement Template

Important: This Data Processing Agreement template is intended to be copied into a separate document and completed for each client or project where BH Data Services processes Personal Data on behalf of the Client.

1. Parties and Background

1.1 This Data Processing Agreement is entered into between [Client name] as Controller and BH Data Services as Processor. It applies where BH Data Services processes Personal Data on behalf of the Client in connection with the Services described in the relevant Statement of Work.

1.2 This Data Processing Agreement forms part of, and is subject to, the Standard Service Agreement between the parties. If there is any conflict between this Data Processing Agreement and the Standard Service Agreement in relation to Personal Data, this Data Processing Agreement shall prevail.

2. Processing Details

Subject matter of processing	[Describe the services or project requiring processing]
Duration of processing	[Duration of the relevant SOW/project and any retention period]
Nature and purpose of processing	[For example: data cleaning, spreadsheet preparation, file organisation, reporting, administration or other agreed support]
Types of Personal Data	[For example: names, contact details, client records, transaction data, employee records, business records or other categories]
Categories of Data Subjects	[For example: client customers, employees, contractors, suppliers, business contacts or other individuals]
Client instructions	[Documented written instructions, including any restrictions or special handling requirements]
Approved sub-processors	[List any approved sub-processors or state “None approved at commencement”]
International transfers	[State whether any transfers outside the UK are permitted and any relevant safeguards]

SAMPLE ONLY – NOT FOR USE

3. Processor Obligations

3.1 BH Data Services shall process Personal Data only on the documented written instructions of the Client, unless required to do otherwise by applicable law. If BH Data Services is required by law to process Personal Data other than in accordance with the Client’s instructions, BH Data Services shall inform the Client before processing unless the law prohibits such notice.

3.2 BH Data Services shall ensure that persons authorised to process Personal Data are subject to an appropriate duty of confidentiality.

3.3 BH Data Services shall implement appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful processing and against accidental loss, destruction or damage, taking into account the nature of the Personal Data and the risk to Data Subjects.

3.4 BH Data Services shall not appoint any sub-processor without the Client’s prior written authorisation. Where a sub-processor is appointed, BH Data Services shall ensure that the sub-processor is bound by written terms which provide at least the same level of protection for Personal Data as this Data Processing Agreement.

3.5 Taking into account the nature of the processing, BH Data Services shall assist the Client by appropriate technical and organisational measures, insofar as this is possible, to respond to requests from Data Subjects exercising their rights under the Data Protection Legislation.

3.6 BH Data Services shall assist the Client, taking into account the nature of the processing and the information available to BH Data Services, with the Client’s obligations relating to security, Personal Data Breach notifications, data protection impact assessments and consultation with supervisory authorities.

3.7 BH Data Services shall notify the Client without undue delay after becoming aware of a Personal Data Breach affecting Personal Data processed under this Data Processing Agreement.

3.8 At the Client’s written direction, BH Data Services shall delete or return Personal Data at the end of the provision of Services, unless applicable law requires storage of the Personal Data.



3.9 BH Data Services shall make available to the Client information reasonably necessary to demonstrate compliance with this Data Processing Agreement and shall allow for and contribute to audits or inspections required under Article 28 UK GDPR, subject to reasonable notice, confidentiality safeguards and the protection of commercially sensitive information.

4. Controller Obligations

4.1 The Client shall ensure that it has all necessary lawful bases, notices, permissions and consents required to disclose Personal Data to BH Data Services and to instruct BH Data Services to process Personal Data on the Client’s behalf.

4.2 The Client shall provide clear, complete and lawful documented instructions for the processing of Personal Data and shall remain responsible for determining the purposes and means of processing.

5. Signature

For BH Data Services	For the Client
Name: Benjamin Matthew Hanks	Name: _____
Signature: _____	Title: _____
Date: _____	Signature: _____
	Date: _____

SAMPLE ONLY – NOT FOR USE