

## TERMS AND CONDITIONS FOR BUYER MEMBERSHIP OF RISQS

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These terms and conditions (“**Terms**”) set out the basis on which Rail Safety and Standards Board Limited (Company No. 04655675) (“**RSSB**”) shall provide services to Buyer Members of RISQS.

## **Formation of contract**

These Terms together with pricing information are available on the RISQS website. Having reviewed these, potential Buyer Members may express their interest in becoming a Buyer Member by following the application instructions set out on the RISQS website. RSSB shall be entitled to accept or reject applications to become a Buyer Member at its absolute discretion. Where an application is successful, RSSB shall confirm this to the relevant potential Buyer Member in writing and shall request payment of the initial Membership Fees. Payment of the initial Membership Fees following such request shall be deemed to constitute the relevant potential Buyer Member’s acceptance of these Terms, and shall give rise to a contract between that potential Buyer Member and RSSB on the basis of these Terms (the “**Contract**”).

For the avoidance of doubt, these Terms are not capable of acceptance by a potential Buyer Member until RSSB has confirmed in writing to the potential Buyer Member that its application to join as a Buyer Member has been successful.

## **1 Interpretation**

### **1.1 Definitions:**

“**Buyer Member**” means the buyer party to the Contract;

“**Data Laws**” means the Data Protection Act 2018, the GDPR, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, The Privacy and Electronic Communications Regulations 2003 and all applicable laws and regulations relating to the processing of Personal Data and privacy, including where applicable, the guidance and codes of practice issued by the Information Commissioner, the Article 29 Working Party or any other supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction.

“**GDPR**” means the General Data Protection Regulation (EU) (Regulation 2016/679).

“**Main Supplier Questionnaire**” means the dynamic online questionnaire to be completed by Supplier Members with information about their organisation and the products or services they offer that forms the basis of the information made available to Buyer Members on the RISQS Portal;

“**Membership Commencement Date**” has the meaning given in clause 2.1;

“**Membership Fees**” means the annual membership fees (excluding any fees for additional training agreed in accordance with clause 3.2 or additional questions agreed in accordance with clause 3.3) payable by the Buyer Member under the Contract. The initial Membership Fees shall be determined in accordance with the pricing information on the RISQS website as at the date of the Contract and any renewal Membership Fees shall be as notified to the Buyer Member under clause 7.2;

“**Membership Services**” means the services to be provided by RSSB or its Nominated Service Providers to the Buyer Member under the Contract during its membership of RISQS;

“**Nominated Service Provider**” means an organisation appointed to provide any aspect of RISQS on behalf of RSSB;

“**Personal Data**” has the meaning given in the GDPR;

“**Renewal Date**” has the meaning given in clause 2.1;

“**RISQS**” means the Railway Industry Supplier Qualification Scheme, which is a registration and qualification service run by RSSB for suppliers of products and services to the UK railway industry and also provides the underpinning assurance for the Sentinel Scheme through assessment against specific audit modules;

“**RISQS Portal**” means the online portal through which RSSB makes data relating to Supplier Members accessible to the buyer members of RISQS together with tools for the review and selection of potential suppliers for projects on UK railways; and

“**Supplier Member**” means a supplier member registered under RISQS, whose details are made available through the RISQS Portal to the Buyer Member and/or other buyer members of RISQS.

## **2 Membership commencement and contract term**

- 2.1 The Buyer Member’s membership of RISQS shall commence on the date it pays the initial Membership Fees to RSSB (“**Membership Commencement Date**”) and shall continue for the duration of the Contract. Unless terminated earlier in accordance with these Terms, the Contract shall continue for a period of one year following the Membership Commencement Date and shall automatically renew for further periods of one year on each anniversary of the Membership Commencement Date (“**Renewal Date**”).
- 2.2 Either party may terminate the Contract on any Renewal Date by giving written notice to the other party at least one month in advance of that Renewal Date.

## **3 Provision of Membership Services**

- 3.1 Following payment of the Membership Fees, RSSB shall provide the Buyer Member with:
- 3.1.1 access to the buyer section of the RISQS Portal, together with the use of the Shortlisted Supplier Questionnaire facility allowing project specific questions to be asked of selected Supplier Members to assist with supplier selection;
  - 3.1.2 training in the use of the RISQS Portal to search and pre-qualify potential suppliers and to assist with procurement activities;
  - 3.1.3 ongoing support from the RISQS account management team;

- 3.1.4 the right to send one delegate to meetings of the relevant RISQS Buyer Forum, which take place on an approximately quarterly basis and which feed information and proposals to the RISQS governing bodies; and
- 3.1.5 the right to propose one delegate for membership of the RISQS Advisory Council, which oversees the operation of RISQS and reports to the board of RSSB.
- 3.2 Training provided in accordance with clause 3.1.2 may be delivered in person or in the form of webinars or training videos at RSSB's discretion. RSSB's standard training (including initial training and periodic refresher/update training) is included in the Membership Fees. The Buyer Member may request additional training, which may be subject to an additional fee, particularly where in person training is required.
- 3.3 The Buyer Member may request that additional questions are included in the main question set and specified for only those supplier members that are potential suppliers for that Buyer Member. The inclusion of such additional questions will be subject to a further fee, calculated on the basis of the number and complexity of the additional questions requested.

#### **4 RSSB Obligations**

- 4.1 RSSB shall administer the completion of the Main Supplier Questionnaire by Supplier Members and shall use reasonable endeavours to verify each Supplier Member's response as it considers necessary or practical (whether through audit, third party sources or otherwise). However, responsibility for the accuracy of any Supplier Member information made available through the RISQS Portal shall remain with the relevant Supplier Member and, subject to clause 8.1 below, RSSB shall not be liable for any inaccuracies, errors or omissions.
- 4.2 In addition to its commitment to inform Sentinel and/or such other authority as may be required to promote the safety of the railways, RSSB shall use reasonable endeavours to report each of the following to the Buyer Member (whether by updating the relevant section of the RISQS Portal or otherwise): the lapsing of a Supplier Member's membership of RISQS, the removal of a Supplier Member's registration under a specific product code, or a Supplier Member's failure to complete or pass an audit when required.
- 4.3 RSSB shall use reasonable endeavours to:
  - 4.3.1 make published information relating to Supplier Members available to the Buyer Member through the RISQS Portal from 8am to 6pm Monday to Friday and at other times where practical, but RSSB will not be liable for any disruption to or unavailability of the service;
  - 4.3.2 safeguard the confidentiality of any data stored by the Buyer Member on the RISQS Portal to ensure it is only available to authorised users;
  - 4.3.3 maintain the data security of the RISQS IT system in accordance with ISO 27001; and
  - 4.3.4 ensure that no computer viruses are present in the RISQS IT system or transmitted to the Buyer Member through its use of and communication with the RISQS IT system.

- 4.4 The RISQS Portal and associated services are subject to continuous development. Accordingly, the Buyer Member acknowledges and agrees that the services provided under the Contract may be improved or otherwise changed at any time.
- 4.5 RSSB may appoint Nominated Service Providers to run aspects of RISQS and accordingly any of RSSB's obligations under the Contract may be performed by Nominated Service Providers on its behalf.

## **5 Buyer Member's obligations**

- 5.1 The Buyer Member shall:
- 5.1.1 reasonably cooperate with and assist RSSB with the smooth running of RISQS;
  - 5.1.2 only use the RISQS Portal for its own internal business purposes to assist with the review and selection of potential suppliers;
  - 5.1.3 notify RSSB as soon as reasonably practicable if it believes any information relating to a Supplier Member available through the RISQS Portal is inaccurate, out of date or in any way misleading;
  - 5.1.4 use its best endeavours to avoid any computer viruses being transmitted to the RISQS IT system; and
  - 5.1.5 keep its RISQS Portal "login" details secret, limit distribution of them and notify RSSB of any actual or suspected breach of confidentiality.
- 5.2 The Buyer Member acknowledges and agrees that:
- 5.2.1 all Supplier Member data made available through the RISQS Portal is and shall remain the property of the relevant Supplier Member; and
  - 5.2.2 the RISQS Portal and the RISQS website and any underlying software or data is and shall remain the property of RSSB (or their Nominated Service Providers, as applicable),
- and that it may only access and use such data and the RISQS Portal in accordance with these Terms.
- 5.3 Subject to clause 5.4.2 below, the Buyer Member shall not disclose any information it obtains through the RISQS Portal relating to Supplier Members to any third parties and shall keep confidential all such information that would reasonably be regarded as confidential or commercially sensitive for five years following the termination of the Contract (or for so long as that information would still reasonably be regarded as confidential or commercially sensitive, whichever is shorter).
- 5.4 Where the Buyer Member obtains information through the RISQS Portal or otherwise from RSSB or any of its Nominated Service Providers that gives rise to concerns about the suitability of a Supplier Member to provide particular goods or services, the Buyer Member:
- 5.4.1 shall notify RSSB of those concerns; and
  - 5.4.2 may only communicate those concerns to a third party:

- (i) where it reasonably considers that not doing so presents a significant risk to safety and/or the integrity of UK railways; and
  - (ii) to the minimum extent necessary to mitigate that risk; and
- 5.4.3 shall notify RSSB as soon as reasonably practical of the details of any communications to third parties made under clause 5.4.2 above.
- 5.5 The Buyer Member shall ensure that any individuals who access the RISQS Portal on the Buyer Member's behalf or otherwise using the Buyer Member's "login" details comply with these Terms.
- 5.6 The Buyer Member acknowledges and agrees that it is and shall remain responsible for any use made by it, its authorised users or any other third party of:
  - 5.6.1 its RISQS Portal account (including any comments submitted relating to any Supplier Member); and
  - 5.6.2 any information obtained through the use of its RISQS Portal account.
- 5.7 The Buyer Member shall indemnify RSSB against all damages, losses or expenses arising as a result of:
  - 5.7.1 any breach of clause 5.5 above; or
  - 5.7.2 any activity for which it is responsible for under clause 5.6 above.
- 5.8 The Buyer Member shall comply with its obligations under Data Laws in respect of any personal data associated with its use of the RISQS Portal.

## **6 Publicity and Buyer Member data**

- 6.1 The Buyer Member acknowledges and agrees that RSSB may publicise its membership for the purposes of promoting RISQS. Accordingly, the Buyer Member hereby grants to RSSB a non-exclusive, royalty-free licence (with the right to sublicense to any Nominated Services Provider) to use the Buyer Member's name and logo in any RISQS publicity material (including without limitation on the RISQS Portal and RISQS website).
- 6.2 The Buyer Member acknowledges that it is responsible for obtaining any necessary consents in relation to any personal data it provides to RSSB (or its Nominated Services Providers) and warrants that it will obtain the necessary consents prior to submitting such personal data to RSSB (or its Nominated Services Provider).
- 6.3 The Buyer Member shall indemnify RSSB against all damages, losses or expenses arising as a result of RSSB's or any Nominated Service Provider's use in accordance with these Terms of any information or materials provided by the Buyer Member (whether arising from the Buyer Member's failure to obtain any necessary consents in relation to personal data, the infringement of the rights of any third party or otherwise).

## **7 Charges and payment**

- 7.1 If the Buyer Member wishes to commence receiving the Membership Services, it shall pay the initial Membership Fees.

- 7.2 On or before each Renewal Date, the Buyer Member shall pay the renewal Membership Fees. RSSB will determine the relevant renewal Membership Fees at its sole discretion and will notify the Buyer Member of the relevant renewal Membership Fees at least 2 months in advance of each Renewal Date.
- 7.3 For convenience it is recommended that the Supplier Member pay the membership fees by direct debit but other arrangements can be made if requested
- 7.4 No Membership Fees will be refunded where a Buyer Member's membership of RISQS is terminated part way through a membership year.

## **8 Limitation of liability**

- 8.1 Nothing in this Contract shall limit or exclude RSSB's liability for:
- 8.1.1 death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;
  - 8.1.2 fraud or fraudulent misrepresentation; or
  - 8.1.3 any other liability that cannot be limited or excluded by law.
- 8.2 Subject to clause 8.1, RSSB shall not be liable to any Buyer Member, whether in contract, tort (including without limitation negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- 8.2.1 loss of profits, loss of sales or business, loss of agreements or contracts or loss of or damage to goodwill; or
  - 8.2.2 any indirect or consequential loss.
- 8.3 Subject to clause 8.1, RSSB's total liability to the Buyer Member, whether in contract, tort (including without limitation negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract during any 12 month period commencing on the Membership Commencement Date or any Renewal Date, shall be limited to the value of the Membership Fees the Buyer Member paid to RSSB in respect of that period.
- 8.4 Except as expressly set out in these Terms, all conditions, warranties, terms and undertakings, express or implied, in respect of the RISQS Portal or the Membership Services are hereby excluded to the fullest extent permitted by law.

## **9 Termination and Suspension**

- 9.1 Without affecting any other right or remedy available to it (and in addition to its rights under clause 2.2), either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 9.1.1 the other party commits a material breach of any term of the Contract that is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified to do so;
  - 9.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being

wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

9.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

9.1.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

9.2 Without affecting any other right or remedy available to RSSB, if the Buyer Member fails to pay any amount due under the Contract on or before the due date for payment, RSSB may terminate the Contract by written notice with immediate effect.

9.3 If any default of the Buyer Member gives rise to a right for RSSB to terminate the Contract, RSSB may instead elect to suspend the provision of the Member Services to the Buyer Member for the duration of the default.

## 10 General

10.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

10.2 **Entire agreement.** The Contract constitutes the entire understanding between the parties with respect to the subject matter of the Contract and supersedes and replaces all prior agreements, negotiations and discussions between the parties relating to it. The Buyer Member confirms and acknowledges that it has not been induced to enter into the Contract by any representation, warranty, or undertaking not expressly incorporated into it. However, nothing in the Contract purports to exclude liability for any fraudulent statement or act.

10.3 **Variation.** RSSB may vary these Terms (and so vary the Contract) from time to time by publishing an updated version on the RISQS website ([www.risqs.org](http://www.risqs.org)). Any such variation shall take effect on publication and RSSB shall endeavour to provide the Buyer Member with as much notice as reasonably practicable of any planned variations.

10.4 **Waiver.** No failure or delay by any party to fully exercise any right or remedy provided under the Contract or by law shall constitute a full or partial waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

10.5 **Severance.** If any clause in these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If this is not possible, it shall be deemed deleted. Any such modification or deletion shall not affect the validity or enforceability of the rest of the Contract.



10.6 **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

10.7 **Law.** The Contract and any dispute or claim (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby agree to submit to the exclusive jurisdiction of the courts of England and Wales.

## 11 **Data Protection**

11.1 For the purpose of this clause 11 and Schedule 1, “Controller”, “Joint Controller”, “Processor”, “data subject” and “processing” shall have the same meaning as those terms (or those terms in lower case) have in the GDPR .

11.2 For the purposes of this clause 11, the Buyer Member agrees that the Buyer Member and RSSB are both Controllers and are not Joint Controllers.

11.3 In the limited circumstances (if any) where the Buyer Member is processing Personal Data on RSSB’s behalf, or RSSB is processing Personal Data on the Buyer Member’s behalf, the provisions set out at Schedule 1 of these Terms shall apply subject to such amendments or additions (if any) as RSSB may propose to the Buyer Member to account for the particular circumstances for approval by the Buyer Member (such approval not to be unreasonably withheld or delayed).

11.4 This clause 11 sets out the provisions for the sharing of Personal Data when the Buyer Member discloses Personal Data to RSSB or RSSB discloses Personal Data to the Buyer Member.

11.5 The Buyer Member shall comply fully with all applicable requirements of Data Laws in force at any time.

11.6 The Buyer Member warrants that any personal data “relevant personal data” uploaded to the RISQS portal or provided to the RISQS scheme has been processed in accordance with Data Laws including Principle (a) of the GDPR; the Buyer Member warrants that:-

11.6.1 a lawful basis for processing the relevant personal data has been identified and recorded;

11.6.2 the relevant personal data is being processed in a lawful manner; and

11.6.3 the relevant data is processed in a way which is fair to the data subjects and is not processed in a way which is detrimental, unexpected or misleading to the individuals concerned.

11.7 The Buyer Member shall use any Supplier Member Personal Data accessed via the RISQS scheme will be used in accordance with Data Laws including Principle (b) of the GDPR; the Buyer Member shall:

11.7.1 only use Supplier Member Personal Data for the purpose of meeting the aims of the RISQS project as detailed on the RISQS website ([www.risqs.org](http://www.risqs.org)); and

- 11.7.2 not process Supplier Member Personal Data in a manner that is incompatible with that purpose.
- 11.8 The Buyer Member shall process any relevant data uploaded to the RISQS portal or provided to the RISQS scheme in accordance with Data Laws including Principle (d) of the GDPR; the Buyer Member warrants that:
- 11.8.1 the relevant data is correct;
- 11.8.2 the relevant data is accurate and will be kept up to date; and
- 11.8.3 the relevant data is not misleading.
- 11.9 The Buyer Member shall process any Supplier Member Personal Data accessed via the RISQS scheme in accordance with Data Laws including Principle (e) of the Data Protection Act; the Buyer Member warrants shall not keep Supplier Member Personal Data for any longer than necessary for the purposes of meeting the aims of the RISQS project as detailed on the RISQS website ([www.risqs.org](http://www.risqs.org)).
- 11.10 The Buyer Member shall ensure that any Personal Data shared by RSSB with the Buyer Member (if any) is returned to the RSSB or destroyed immediately once processing of the shared personal data is no longer necessary for the purposes it was originally shared for.
- 11.11 The Buyer Member agrees to provide such assistance as is reasonably required to enable RSSB to comply with requests from data subjects to exercise their rights under Data Laws within the time limits imposed by Data Laws.
- 11.12 The Buyer Member shall indemnify RSSB against any cost, charge, damages, expense or loss suffered by RSSB and hold RSSB harmless in relation to any breach by the Buyer Member of any provision(s) under this clause 11.
- 11.13 RSSB may at any time apply any standard cross border data processing terms published by the European Commission or the competent UK authority.
- 11.14 For information purposes only (this clause 11.14 is not intended to be a binding provision) Buyer Members can find out more about RSSB's data protection policies by reading RSSB's privacy policy on the RSSB website.

## SCHEDULE 1

### 1. Data Processing

- 1.1 Both parties will comply with all applicable requirements of Data Laws. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Data Laws.
- 1.2 Without prejudice to the generality of paragraph 1, the Controller will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Processor and/or lawful collection of the Personal Data by the Processor on behalf of the Controller for the duration and purposes of this agreement.
- 1.3 Without prejudice to the generality of paragraph 1, the Processor shall, in relation to any Personal Data processed in connection with the performance by the Processor of its obligations under this agreement:
- (a) process that Personal Data only on the documented written instructions of the Controller unless the Processor is required by Data Laws to otherwise process that Personal Data. Where the Processor is relying on Data Laws as the basis for processing Personal Data, the Processor shall promptly notify the Controller of this before performing the processing required by Data Laws unless those Data Laws prohibit the Processor from so notifying the Controller;
  - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Controller, 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 (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
  - (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

- (d) not transfer any Personal Data by means of a “restricted transfer” (as defined by Data Laws) unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
    - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer;
    - (ii) the data subject has enforceable rights and effective legal remedies;
    - (iii) the Processor complies with its obligations under Data Laws by providing an adequate level of protection to any Personal Data that is transferred; and
    - (iv) the Processor complies with reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
  - (e) assist the Controller, at the Controller's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under Data Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - (f) notify the Controller without undue delay on becoming aware of a Personal Data Breach;
  - (g) at the written direction of the Controller, delete or return Personal Data and copies thereof to the Controller on termination of the agreement unless required by Data Laws to store the Personal Data; and
  - (h) maintain complete and accurate records and information to demonstrate its compliance with Data Laws.
- 1.4 If the Controller is the Buyer Member, the Controller consents to the Processor appointing a third-party processor of Personal Data under this agreement if the Processor has entered or (as the case may be) will enter with the third-party processor into a written agreement which reflects and will continue to reflect the requirements of Data Laws. As between the Controller and the Processor, the Processor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this paragraph 1.4.
- 1.5 If the Controller is RSSB, the Controller does not consent to the Processor appointing a third-party processor of Personal Data under this agreement without RSSB’s prior written consent and ensuring that if the Processor has entered or (as the case may be) will enter with the third-party processor into a written agreement which reflects and will continue to reflect the requirements of Data Laws. As between the Controller and the Processor, the Processor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this paragraph 1.5.

## 2. Processing, Personal Data and Data Subjects

2.1 This Schedule includes certain details of the Processing of Personal Data as required by Article 28(3) GDPR.

### Subject Matter

2.2 The subject matter of the processing of the Personal Data is [ ].

### Nature of Processing

2.3 The type of processing activities will be as set out in these Terms and as required for the Buyer Member to provide Services to RSSB (or vice-versa if applicable). The nature of the processing may include both manual and automated activity.

### Purpose of Processing

2.4 The Supplier Member or RSSB will process Personal Data for the purpose of fulfilling the aims of the RISQS project as detailed on the RISQS website ([www.risqs.org](http://www.risqs.org)).

### Type of Personal Data

2.5 Personal Data including names, addresses, date of birth, contact details (including phone and email address), account details (sort codes and account numbers), salary, employment status, public and consented data relating to the customer, exchanges of letters/email, contemporaneous notes reflecting verbal contacts, copies of inbound and outbound correspondence and copies of relevant documents and associated relevant information.

2.6 Personal Data also includes [ ].

### Sensitive Personal Data

2.7 Sensitive (or 'special category') personal data processed including personal data revealing trade union membership may be recorded with the individual's express permission or where another lawful basis applies and placed in a separate vulnerable customer status where appropriate.

## Recipients of the Personal Data

- 2.8 The Buyer Member and/or RSSB and its approved sub-processors pursuant to Schedule 1 paragraphs 1.4 and 1.5 in connection with the provision of services under this Agreement.

## Data Transfer

- 2.9 To the recipients of the Personal Data as noted above in accordance with the main body of this Agreement.
- 2.10 Any person (natural or legal) or organisation to whom the Buyer Member may be required by applicable law or regulation to disclose Personal Data, including law enforcement authorities (e.g. the NCA).

## Duration

- 2.11 The Personal Data will be processed in each case for the amount of time necessary for the Contractor to carry out the processing activities and following completion of such processing activities the Contractor will at the absolute discretion of RSSB, return or delete all Personal Data unless otherwise required by data protection legislation.

## Security Measures

- 2.12 Save for as set out in this Agreement, an effective information security programme is in place with administrative, technical and physical safeguards to protect Personal Data. This includes encrypted data transfer, secure storage and firewalls, intrusion detection and prevention, access controls and reporting, anti virus and anti malware, data loss prevention, systems monitoring, security threat analysis and preventative security patching.