

This Data Processing Notice forms part of Our Privacy Notice and is relevant to the extent that We process the End User Data supplied to Us by You as the Controller of that data.

1. Definitions used in this Notice

“Applicable Data Protection Law”	means all legislation and regulations in force from time to time regulating the use of personal data and the privacy of electronic communications including, but not limited to, the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (the “UK GDPR”), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 as amended, and any successor legislation.
“Breach Event”	means any event that results, or may result, in unauthorised access to Personal Data held by Us under this Notice, and/or actual or potential loss and/or destruction of Personal Data in breach of this Notice, including any Personal Data Breach.
“Controller”, “Processor”, “Data Subject”, “Personal Data”, “Personal Data Breach”, “Data Protection Officer”	shall have the meaning given in the UK GDPR.
“Data Subject Access Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
“End User”	means a customer of Yours who is the intended beneficiary of the Goods provided by Us.
“End User Data”	may include contact data, transaction data, financial data, identification data.
“Goods”	means the property transaction related products including searches, reports, AML/ID checks and insurance policies You instruct Us to provide.
“Introducer”	any individual, firm or entity whom You allow to access Our services on Your behalf.
“Privacy Notice”	means Our Privacy Notice which can be found at www.elanconvey.co.uk/privacy-notice .
“Security Measures”	means the appropriate technical and organisational measures which may include: shredding/destructions of paper records after use, pseudonymising, anonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, and regularly assessing and evaluating the effectiveness of such measures.
“Staff”	means all directors, officers, employees, agents, consultants and contractors of either party.
“We / Our / Us”	refers to Elan Technology Group Ltd (T/A Elan), a company registered in England and Wales. Registered number: 12866092. Registered office: 2 Saffron Court, Wombwell, Barnsley, S73 0AP.
“You / Your”	means a Business Client as defined in Our Supply Terms.

2. Data Protection

It is Your responsibility to ensure that any End User Data You (or Your Introducers) provide to Us has been collected in accordance with the Applicable Data Protection Laws.

Where We process End User Data We shall:

- a) process End User Data only in accordance with Annex 1, unless We are required to do so by law, or You instruct Us to do otherwise
- b) have in place appropriate Security Measures to protect against a Breach Event having taken account of the:
 - i. nature of the End User Data to be protected;
 - ii. harm that might result from a Breach Event;
 - iii. state of technological development; and
 - iv. cost of implementing any such Security Measures.
- c) ensure that:
 - i. End User Data is only processed by Our Staff in accordance with this Notice (and in particular Annex 1);
 - ii. All reasonable steps are taken so that any Staff who have access to End User Data are aware of and comply with Our obligations under this Notice, are subject to appropriate confidentiality undertakings with Us and do not publish, disclose or divulge any of the End User Data to any third party unless directed by You, in writing to do so or as otherwise allowed by

this Notice. Staff will be trained in the use, care, protection and handling of the End User Data to the required level for the type of data they will be involved in processing; and

- d) not transfer End User Data outside of the UK or EEA unless We are satisfied that the recipient complies with its obligations under the Applicable Data Protection Laws by providing an adequate level of protection to End User Data that is transferred,
- e) return End User Data (and any copies of it) to You on termination of Our agreement with You unless We are required by law to retain it. Please note that We keep records of names and address of End Users and copies of certain Goods for up to 20 years. This is because many of the Goods are used in conveyancing transactions and the need for re-examination of an order may arise at any time, particularly should a claim or complaint arise at the time of any future transaction. We will anonymise End User Data where possible save as required above.

We shall share End User Data with third-party suppliers as required to provide You with the Goods.

3. Obligations

We shall notify You immediately if We:

- i. receive a Data Subject Access Request (or asserted Data Subject Access Request);
- ii. receive a request to rectify, block or erase any End User Data;
- iii. receive any other request, complaint or communication relating to either Party's obligations under the Applicable Data Protection Laws;
- iv. receive any communication from the Information Commissioner or any other regulatory authority in connection with End User Data processed under this Notice;
- v. receive a request from any third party for disclosure of End User Data where compliance with such request is required or claimed to be required by law; or
- vi. become aware of a Breach Event.

Taking into account the nature of the processing, We shall provide full assistance in relation to Your obligations under the Applicable Data Protection Laws and any complaint, communication or request made to Us (and within the timescales required, so far as is possible) including by promptly providing:

- i. full details and copies of the complaint, communication or request;
- ii. such assistance as You reasonably request as to comply with a Data Subject Access Request within the relevant timescales set out in the Applicable Data Protection Laws;
- iii. at Your request, copies of End User Data We hold;
- iv. reasonable assistance as You request following any Breach Event;
- v. such assistance as You reasonably request to comply with any request from the Information Commissioner's Office, or any consultation with the Information Commissioner's Office.

We shall maintain complete and accurate records and information to demonstrate compliance with this Notice.

We shall allow You access for audits of this Data Processing activity on reasonable notice.

We have appointed a Data Protection Officer (see the Privacy Notice for more details)

You acknowledge and agree that in the course of providing services We use third parties to provide Us with certain Goods and other services and in some instances, this requires Us to share End User Data with these third parties on Your behalf. This notice and the terms and conditions of the third party govern their and Our limits of liability for the service they have provided at Your request.

Our aggregate liability in respect of any loss, cost, harm, expense (including reasonable legal fees), liabilities or damage suffered or incurred by You or agreed to be paid by You as a result of a Breach Event, Our failure to comply with the Applicable Data Protection Laws or otherwise by breach of this Notice shall be limited to £100,000.

You shall indemnify Us against any loss, cost, harm, expense (including reasonable legal fees), liabilities or damage suffered or incurred by Us from a breach of Your obligations under this Notice.

4. Changes to this Privacy Notice

This Data Processing Notice and Our Privacy Notice will be reviewed annually, as a minimum, and We may change these from time to time. This may be necessary, for example, if the law changes, or if We change Our business in a way that affects personal data protection.

Should this Notice change then any historic versions will be retained, and links included in subsequent Notices for ease of reference.

Annex 1 - Processing, Personal Data and Data Subjects

Subject Matter of the Processing

We process End User Data only as appropriate to the contract to supply the Goods You have ordered from Us.

Duration of the Processing

We process this data for the period required to fulfil the order. Storage/retention of Personal Data is also considered processing within the Applicable Data Protection Law and We will retain this data for as long as required by law or for the purpose described in section 2.e.

Type of Personal Data

Contact data, transaction data, financial data, identification data.

Categories of Data Subject

End User or prospective End User.

ENDS