

DATA PROCESSOR TERMS GDPR ADDENDUM

1. DEFINITIONS

1.1. In this GDPR Addendum, the following words and phrases will have the following meaning:

Controller, Processor, Data Subject, Personal Data, Personal Data Breach Supervisory Authority, Processing (and Process and Processed shall be construed accordingly)	shall each have the meanings respectively given to them under the DPA.
Contractual Clauses	means the standard contractual clauses of the European Commission for the transfer of personal data across borders, as amended or replaced from time to time, or any equivalent set of contractual clauses approved for use under Data Protection Legislation
DPA	Data Protection Act 2018
Data Protection Legislation	any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regard to the processing of personal data to which a party is subject, including the GDPR and the DPA.
GDPR	EU's General Data Protection Regulation (2016/679)
Terms and Conditions	Means the Wolseley UK Limited Standard Conditions of Business which can be found at www.wolseley-terms.co.uk

1.2. In this GDPR Addendum, expressions defined in the Terms and Conditions and used in this GDPR Addendum have the meaning set out in the Terms and Conditions.

2. ROLES OF THE PARTIES

- 2.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 2.1 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 2.2. The parties acknowledge that for the purposes of this GDPR Addendum and the Data Protection Legislation, the Customer is the Controller and the Company is the Processor (where Controller and Processor have the meanings as defined in the Data Protection Legislation).
- 2.3. Appendix 1 sets out the scope, nature and purpose of Processing by the Company, the duration of the Processing, the types of Personal Data and categories of Data Subjects.

3. CUSTOMER OBLIGATIONS

- 3.1. Without prejudice to the generality of clause 2.1 the Customer:
 - 3.1.1. shall ensure that it has all necessary and appropriate consents and notices in place to enable the lawful transfer of the Personal Data to the Company (on a lawful basis under Data Protection Legislation) for the duration and purposes of this GDPR Addendum;
 - 3.1.2. comply with Data Protection Legislation and ensure that any instructions it issues to the Company shall comply with Data Protection Legislation;

3.1.3. have sole responsibility for the accuracy, quality, and legality of Personal Data, and the means by which the Customer acquired Personal Data and shall establish the legal basis for Processing under Data Protection Legislation.

3.2. The Customer warrants that:

3.2.1. the disclosure of Personal Data to the Company is limited to what is necessary in order for the Company to perform the Services; and

3.2.2. such Personal Data is accurate and up-to-date at the time that it is provided to the Customer.

4. COMPANY OBLIGATIONS

4.1. Without prejudice to the generality of clause 2.1, the Company shall, in relation to any Personal Data Processed in connection with the performance by the Company of its obligations under this GDPR Addendum and the Terms and Conditions:

4.1.1. Process that Personal Data only on the written instructions of the Customer or as required by law;

4.1.2. inform the Customer if, in its opinion, an instruction infringes Data Protection Legislation;

4.1.3. ensure that all personnel authorised by the Company to Process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

4.1.4. implement appropriate technical and organisational measures to protect against unauthorized or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data having regard to the nature of the Personal Data which is to be protected and the risk of harm which might result from a Personal Data Breach;

4.1.5. inform the Customer without undue delay of any Personal Data Breach;

4.1.6. assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities including the Information Commissions Office, or any other regulator;

4.1.7. at the written direction of the Customer, delete or return Personal Data on termination of the Contract and/or this GDPR Addendum unless required by law; and;

4.1.8. maintain complete and accurate records and information to demonstrate its compliance with this clause 4 and (at the cost of the Customer) allow for reasonable audits to take place, by mutual agreement together with reasonable notice, by the Customer or the Customer's designated auditor.

5. APPOINTMENT OF SUBPROCESSORS

5.1. The Customer provides a general authorisation to the Company to engage subprocessors to process Personal Data.

5.2. Where the Company engages a subprocessor to Process Personal Data in connection with the performance by the Company of its obligations under this GDPR Addendum and the Terms and Conditions, the Company will have in place a contract with such subprocessor on substantially the same data protection obligations as those set out in this GDPR Addendum.

5.3. If the Customer requests, the Company will inform the Customer of the name, address and role of each subprocessor it uses to provide the Services.

5.4. The Company's use of subprocessors is at its discretion, provided that the Company shall provide the Customer with written notice of the appointment of any new or alternative subprocessor.

5.5. If the Customer reasonably objects to the appointment of a new or alternative subprocessor and has the right to object to such appointment pursuant to the express terms of the Data Protection Legislation, the Customer may (within 30 days of such appointment) escalate any reasonable objection to their relationship manager for discussion.

5.6. If the Customer has not notified the Company in writing of any reasonable objection within 30 days of the date of the notice then the Customer shall be deemed to have approved the use of such subprocessors.

6. TRANSFERS OUTSIDE EEA

6.1. The Company will ensure that no Personal Data is transferred out of either:

6.1.1. The European Economic Area; or

6.1.2. Any other territory in which restrictions are imposed on the transfer of Personal Data across borders under Data Protection Legislation; without the prior written consent of the Customer, which is hereby given, subject to Clause 6.2.

6.2. The Company will ensure that Contractual Clauses or other appropriate safeguards are in place to ensure an adequate level of data protection.

7. LIABILITY

7.1. The exclusions and limitations of liability set out in the Terms and Conditions shall apply to the terms of this GDPR Addendum.

APPENDIX 1: Data Processing Register

Subject matter of the Processing	The Processing of Personal Data to the extent necessary for the provision of the Goods and Services.
Duration of the Processing	As set out in the Terms and Conditions and this GDPR Addendum.
Nature and Purpose of the Processing	The Personal Data to be Processed by the Company on the Customer's behalf shall be processed to facilitate the provision of supply and goods and services to the Customer and the customers of the Customer.
Personal data types	The Personal Data to be Processed by the Company on the Customer's behalf concern the following categories of Personal Data: Contact details including name, address, telephone number and email address.
Categories of data subjects	The Personal Data to be Processed by the Company on the Customer's behalf concerns the following categories of Data Subjects: <ul style="list-style-type: none">• Employees of the Customer• Customers of the Customer
Obligations and rights of the controller	As set out in the Terms and Conditions and this GDPR Addendum.