

Red Cross' Terms and Conditions of Purchase

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1. Definitions

In these Conditions the following definitions shall apply:-

- “Conditions”** means the terms and conditions of purchase set out herein.
- “Contract”** means the Order, and the Service Provider's / Supplier's acceptance of the Order.
- “Data Controller, Data Processor, Data Subject, Data Protection Officer”** take the meaning given in the Data Protection Legislation.
- “Data Loss Event”** means any event that results, or may result, in unauthorised access to Personal Data held by the Service Provider / Supplier under this Agreement, and / or actual or potential loss and / or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.
- “Data Protection Impact Assessment”** means an assessment by the Data Controller of the impact of the envisaged processing on the protection of Personal Data.
- “Data Protection** (i) the GDPR, the LED and any applicable national implementing Laws as

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Legislation	amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy.
“Data Subject Access Request”	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.
“Delivery”	means delivery of the Goods to the Delivery Address and in the case of Services means the supply of the Services at the Delivery Address.
“Delivery Address”	means the place designated on the Order for Delivery or such other place as agreed in writing between the parties prior to the despatch of the Goods and/or the supply of the Services.
“Delivery Date”	means the date for Delivery specified in the Order or such other date as agreed in writing between the parties.
“DPA”	Data Protection Act 2018.
“GDPR”	means the General Data Protection Regulation (<i>Regulation (EU) 2016/679</i>).
“Goods”	means the Goods specified in the Order.
“Information”	Information is the result of processing, gathering, manipulating and organising data in a way that adds to the knowledge of the receiver.
“Intellectual Property Rights”	means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
“LED”	Law Enforcement Directive (<i>Directive (EU) 2016/680</i>).
“Order”	means Red Cross Purchase Order for the Goods and / or the supply of the Services, incorporating these Conditions.
“Personal Data, Personal Data Breach”	shall have the same meaning as set out in the Data Protection Act 2018, as amended and updated from time to time.
“Price”	means the price for the Goods and/or Services specified in the Order.
“Protective Measures”	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of 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 such measures adopted by it.
“Red Cross”	means the British Red Cross Society registered charity number 220949 in England and Wales, number SCO37738 in Scotland and number 0752 in Isle of Man, incorporated by Royal Charter and registered under the laws of England and Wales with RC000070 and having its registered office at 44 Moorfields, London, EC2Y 9AL.

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“Service Provider / Supplier”	means the person, firm or company as the Supplier named in the Order.
“Service Provider’s Staff / Supplier’s Staff”	means all directors, officers, employees, agents, consultants and contractors of the Service Provider / Supplier and / or any sub-Contractor engaged in the performance of its obligations under this Contract.
“Services”	means the Services to be supplied by the Service Provider / Supplier to Red Cross as set out in the Order
“Sub-contractor”	means any third party appointed to process Personal Data on behalf of the Service Provider / Supplier related to this Contract.

2. Basis of Purchase

- 2.1 Subject to any variation pursuant to clause 2.4 below, these Conditions shall govern the Contract, to the exclusion of all other terms and conditions including any terms and conditions which the Supplier may purport to apply under any sales offer or similar document.
- 2.2 The Supplier shall accept the Order by communicating its acceptance in writing to Red Cross within [7] days of receipt of the Order.
- 2.3 Unless acceptance occurs at an earlier date in time in accordance with clause 2.2 above, Delivery shall be deemed conclusive evidence of the Supplier’s acceptance of these Conditions.
- 2.4 Any variation of these Conditions (including any special terms agreed between the parties) shall not be applicable unless agreed in writing by Red Cross.
- 2.5 The rights, remedies and obligations set out in these Conditions are in addition to and without prejudice to any rights, remedies or obligations implied by law.

3. Quality

- 3.1 The Supplier warrants that the Goods shall be of the best available design, of the best quality, material and workmanship, shall be fit and suitable for the purpose intended, shall meet or exceed any specification which has been supplied and be without fault and conform in all material respects with the Order and specification and/or patterns supplied or advised by the Supplier.
- 3.2 The Supplier warrants that it will perform the Services with the best care and skill and in accordance with generally recognised commercial practices and standards in the industry for similar services.
- 3.3 The Supplier acknowledges that Red Cross has made the Supplier aware of the particular purpose for which the Goods and/or Services are being supplied and the manner in which they are intended to be used and that Red Cross is relying on the Supplier’s skill and judgment.
- 3.4 The Supplier warrants that the Goods and/or Services shall comply with all statutory requirements and regulations relating to the sale of goods and/or the supply of services including without limitation the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982.
- 3.5 The Supplier shall not unreasonably refuse any request by Red Cross to inspect and test the Goods during manufacture, processing or storage at the premises of the Supplier or any third party at which the Goods are being manufactured, and the Supplier shall provide Red Cross with or shall ensure that Red Cross is provided with all facilities reasonably required for inspection and testing.
- 3.6 If the results of such inspection or testing cause Red Cross to be of the opinion that the Goods do not conform or are unlikely to conform with the Order or to any specification and/or patterns supplied or advised by the Supplier, Red Cross shall inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure conformity. In addition,

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Red Cross shall, at no cost, have the right to require and witness further testing and inspection.

3.7 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Contract.

3.8 Red Cross may reject any Goods and terminate the Contract without liability if any inspection reveals that the Goods do not comply with any specification or the provisions of this Clause 3.

4. Delivery

4.1 Delivery shall be made on the Delivery Date. If there is no Delivery Date, Delivery shall be made within 28 days from the date of the Order during Red Cross's usual business hours. The Delivery Date is of the essence.

4.2 If the Supplier fails to deliver in accordance with the Contract, without prejudice to clause 7, Red Cross may:

4.2.1 Reject any or all of the Goods and/or Services and terminate the Contract. In this event, the Supplier shall promptly collect any or all of the Goods which have been delivered;

4.2.2 Where Delivery of a quantity of Goods which corresponds with the Contract is less than the agreed quantity which has been tendered and Red Cross has not exercised its rights of termination under clause 4.2.1 above, Red Cross may accept the Goods which do correspond with the Contract and recover for the Supplier's breach in respect of the failure to deliver the remainder of the Goods;

4.2.3 Where Delivery of a quantity of Goods which corresponds with the Contract in excess of the quantities ordered, Red Cross shall not be bound to pay for the excess and any excess shall be and shall remain at the Supplier's risk and shall be returnable at the Supplier's expense.

4.2.4 Require the Supplier to repair or replace the non-conforming Goods and/or Services and deliver Goods and/or Services which do correspond with the Contract; or

4.2.5 Refuse to accept any subsequent performance of the Services which the Supplier attempts to make. For the avoidance of doubt, signature of a delivery note shall not constitute or imply acceptance by Red Cross.

4.3 Red Cross may exercise the rights set out in clause 4.2 by notice to the Supplier.

4.4 The Supplier upon receiving the notice referred to in clause 4.3 relating to clause 4.2.4 shall repair or replace the Goods and/or replace the Services free of charge and due delivery of the Goods and/or Services shall not be deemed to have taken place until the repaired or replaced Goods and/or the replaced Services have been delivered by the Supplier to Red Cross. Red Cross reserves the right to hold any damaged Goods at the Supplier's risk or return them at the risk and expense of the Supplier.

4.5 Where Red Cross agrees in writing to accept Delivery by instalments, the Contract shall be construed as a single contract in respect of each instalment. Nevertheless, failure by the Supplier to deliver any one instalment shall entitle Red Cross at its option to treat the whole Contract as repudiated.

4.6 If the Goods and/or Services are not delivered on the Delivery Date, without prejudice to any other remedy to which Red Cross may be entitled, Red Cross may:-

4.6.1 Deduct from the Price or if Red Cross has paid the Price, to claim from the Supplier by way of liquidated damages for delay 0.1% of the Price per day or part day.

4.6.2 Determine the Contract in respect of the undelivered Goods and/or Services and of any Goods and/or Services already delivered and return to the Supplier at the Supplier's risk and expense all or any of the Goods already delivered and recover from the Supplier any monies paid by Red Cross in respect of such Goods and/or Services. Red Cross may recover from the Supplier any additional expenditure incurred by Red Cross as a result of the failure of the Supplier to deliver on the Delivery Date.

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- 4.6.3** If the Goods or Services are incorrectly delivered the Supplier will pay any additional expense incurred in re-delivering them to the Delivery Address.
- 4.7** Red Cross shall not be deemed to have accepted any part of the Goods and/or Services until after Red Cross has actually inspected the Goods and/or Services and ascertained that they are in accordance with the Contract.
- 4.8** Red Cross may at its sole option, and whether or not Red Cross has previously required the Supplier to repair and/or replace the Goods or replace the Services, reject any Goods and/or Services which are not in accordance with the Contract until a reasonable time after such inspection. Red Cross may set off the Price against any payment due to the Supplier (whether under the Contract or otherwise). Unless within a reasonable time of receipt of notice of rejection the Supplier collects the Goods, Red Cross may dispose of them as Red Cross thinks fit (provided that if Red Cross sells any Goods, Red Cross shall account to the Supplier for the net proceeds of such sale).
- 4.9** Red Cross shall also have the right to reject the Goods and/or Services as though they had not been accepted for 30 days after any latent defect in the Goods and/or Services has become apparent.

5. Price

- 5.1** The Price shall be as stated in the Order and, unless otherwise agreed shall be:
- 5.1.1** Exclusive of any applicable VAT (which shall be payable by Red Cross upon receipt of a VAT invoice); and
- 5.1.2** Inclusive of all charges for packaging, packing, freight, insurance and Delivery and any duties, imports or levies other than VAT.
- 5.2** No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior written consent of Red Cross.

6. Terms of Payment

- 6.1** The Supplier shall be entitled to invoice Red Cross on or at any time after Delivery.
- 6.2** Unless otherwise stated in the Order, Red Cross shall pay the Price within 30 days after the end of the month of:
- 6.2.1** Acceptance of the Goods and/or Services by Red Cross, or
- 6.2.2** Receipt by Red Cross of an invoice, whichever is the later. Time for payment shall not be of the essence of the Contract.
- 6.3** Red Cross shall be entitled to set off against the Price any sums owed to Red Cross by the Supplier under the Contract or otherwise.
- 6.4** If Red Cross pays in advance for any Goods and/or Services the Supplier shall pay all such monies into a separate bank account named "The British Red Cross Society: Trust Account" and shall only be entitled to draw down monies from such bank account in respect of Goods and/or Services which have been delivered to, and accepted by, Red Cross in accordance with the Contract. All interest that accrues to such bank account shall belong to Red Cross and shall be payable to Red Cross within 10 days of the end of each calendar month in cleared funds to sort code 60-00-01 account code 83630023. If any payment falls due on a day which is Saturday, Sunday or other day on which banks are not open for ordinary banking business, such payment shall be made the following day. The Supplier shall provide Red Cross with evidence that the bank account referred to in this clause 6.4 has been established.

7. Red Cross's Remedies after Delivery

- 7.1** If Red Cross terminates the Contract after Delivery pursuant to clause 4.2, the Supplier shall return to Red Cross all payments already made for the rejected Goods and/or Services. Where upon termination Red Cross has elected to keep or take some of the Goods and/or

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Services, Red Cross shall account to the Supplier for them at the proportion of the Price or at their value to Red Cross, whichever is the lower, but otherwise no compensation shall be payable to the Supplier on termination or rejection.

- 7.2** Without prejudice to the other rights of Red Cross for breach of these Conditions by the Supplier, where any of the Goods supplied to Red Cross are not in accordance with the Contract, the Supplier shall at the option of Red Cross forthwith upon notice being given either repair or replace such Goods. If it is necessary to open up or dismantle any other works or assemblies to permit such repair or replacement then the Supplier shall bear all such costs of opening up, dismantling and of re-assembly and making good after repairs replacements and testing of such Goods have been completed to Red Cross's satisfaction.

8. Assignment

The Supplier shall not assign or sub-contract the Contract or any part of it without the prior written approval of Red Cross. The Supplier shall be liable and remain liable for all of its obligations pursuant to the Contract, irrespective of whether Red Cross has consented to the Supplier sub-contracting such obligations to a third party.

9. Confidentiality and Advertising

- 9.1** The Order and all documents and information issued by Red Cross to the Supplier are confidential and their use and disclosure must be strictly confined to the Supplier and its employees and agents as they need to know the same for the purpose of discharging the Supplier's obligations to Red Cross and Red Cross shall ensure that such employees and agents are subject to like obligations of confidentiality as bind the Supplier under these Conditions.
- 9.2** The Supplier, its employees and agents shall not reveal to any third party or publish any photograph, article, advertisement, press release, catalogue or any other form of communication announcing or indicating that Goods and/or Services are supplied to Red Cross without the prior written authorisation of Red Cross.
- 9.3** The Supplier will not advertise, display or sell to any third party, Goods and/or Services which have been supplied to Red Cross pursuant to an exclusive supply arrangement in accordance with clause 16.

10. Applicable Legislation

- 10.1** The Supplier warrants that the Goods and/or the provision of the Services shall comply with all applicable laws and regulations in England and all applicable laws and regulations in the country of Delivery or the country of use (if different) and as advised by Red Cross and in particular those concerning:-
- 10.1.1** The manufacture, packaging, packing and delivery of the Goods;
 - 10.1.2** The quality, marking, labelling, safety and use of the Goods;
 - 10.1.3** Health and safety at work; and
 - 10.1.4** Intellectual Property Rights whether in connection with the sale or resale of the Goods, the importation or exportation of the Goods or the provision of the Services.
- 10.2** The Supplier shall notify Red Cross as soon as it becomes aware of any health and safety hazard issues which arise in relation to the Services.
- 10.3** The Supplier shall, before the date on which the Services are to start obtain and maintain all necessary licences and consents.

11. Risk and Property

- 11.1** Unless the Order otherwise specifies the Goods shall remain at the Supplier's risk until they have been accepted by Red Cross in accordance with the Contract.

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- 11.2** Unless the Order otherwise specifies the property in the Goods shall pass to Red Cross upon Delivery, unless payment for the Goods is made prior to Delivery when it shall pass to Red Cross once payment has been made.

12. Injury and Damage

- 12.1** Where the Order involves work to be performed by the Supplier's employees on the premises of Red Cross, the Supplier shall fully indemnify and keep indemnified Red Cross, Red Cross servants and Red Cross agents against all claims arising out of the operations undertaken by the Supplier in pursuance of the Order or incidental thereto in respect of:
- 12.1.1** Personal injury, including death and industrial disease, sustained by any employee of the Supplier or Red Cross or any third party, and
 - 12.1.2** Loss or damage to the property, equipment or tools of the Supplier, the Supplier's employees, Red Cross or any third party.

13. Intellectual Property

- 13.1** Any drawings, specifications and data supplied by Red Cross to the Supplier, or specifically produced by the Supplier for Red Cross shall at all times be and remain the exclusive property of Red Cross together with the materials, equipment, tools, dies, moulds, copyright, design rights or any other form of Intellectual Property Right.
- 13.2** The Supplier shall procure that any artwork, film, mould, die, pattern, tool or other original material used in the production of Goods or the performance of the Services and paid for by Red Cross shall:
- 13.2.1** be the property of Red Cross;
 - 13.2.2** not be sold, destroyed, or otherwise disposed of, other than in accordance with the prior written instruction of Red Cross or used for any purpose other than orders placed by Red Cross or otherwise agreed by Red Cross in writing;
 - 13.2.3** be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to Red Cross.
- 13.3** Unless agreed to the contrary in writing, the parties agree that all artwork, film, dies, patterns, tools and original material have been paid for by Red Cross and are included in the Price.
- 13.4** Red Cross shall be sole owner of any original material used in the production of Goods or the performance of the Services.
- 13.5** Red Cross requires that, unless otherwise agreed in writing, the original material shall be returned by the Supplier to Red Cross upon request.
- 13.6** The Supplier assigns to Red Cross, with full title guarantee and free from all third party rights, the Intellectual Property Rights and all other rights in the products of the Services.
- 13.7** The Supplier shall, promptly at the request of Red Cross, do or procure all such further acts and things and the execution of all such other documents as Red Cross may from time to time require for the purpose of securing for Red Cross the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to Red Cross in accordance with this clause 13.

14. Packaging

Unless otherwise provided in the Order, all containers (including packing cases, boxes and wrappings) supplied by the Supplier shall be non-returnable and their cost shall be included in the Price.

15. Variation

No Variation shall be made to the specification or description of the Goods and/or Services set out in the Order without prior notification to and prior written approval from Red Cross.

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16. Exclusivity of Supply

- 16.1** All Goods supplied to Red Cross are subject to an exclusive or non-exclusive condition of purchase.
- a) Where the Order indicates "Exclusive Supply" the Goods are designed solely by or for Red Cross. This includes all Goods displaying the Red Cross/Red Crescent emblem(s) and/or the words "British Red Cross" or "Red Cross/Crescent". The items referred to in any such Order may only be supplied to Red Cross and must not be supplied to any other person, firm or company in this form without prior written consent from Red Cross.
 - b) Where the Order does not indicate the type of supply then Goods are supplied on the basis of "Non-Exclusive Supply". The Goods referred to in the Order are of a type which can be considered to be freely available commercially and Red Cross does not claim exclusivity in the purchase of the Goods. The Supplier agrees that it shall not supply these Goods to other purchasers at a lesser Price.
- 16.2** The Supplier shall not sell or in any way use any Goods which bear the Red Cross name, Red Cross emblem, Red Cross label, Red Cross trademarks, Red Cross initials or similar indications which have been rejected by Red Cross, without the prior written consent of Red Cross.

17. Identification of Supplier and Origin

Unless required by law, the Goods shall not be marked in any way with the name, trade mark or other identifying symbol of the Supplier unless agreed in writing by Red Cross. The country of origin shall only be stated on the Goods if required by law.

18. Force majeure

- 18.1** Neither party shall be liable for any default under the Contract due to circumstances beyond its reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, acts of sabotage or subversive activity, fire, flooding, explosion or other catastrophes and lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce).
- 18.2** If the Supplier's failure to perform the Contract is due to any of the foregoing reasons Red Cross may obtain the Goods and/or Services elsewhere and the amount of the Goods and/or Services comprised in the Order shall be reduced accordingly by the amount of the Goods and/or Services purchased by Red Cross elsewhere during the period of such failure of supply by the Supplier.

19. The Emblem of the British Red Cross

The emblem of the Red Cross, when required to be incorporated in the Goods must always be shown in red with a white outline in close association with the words "British Red Cross" or similar in a standard format (unless agreed in writing to the contrary). The emblem must always be shown correctly with the vertical and horizontal arms of the same length on, and completely surrounded by, a white ground. The Supplier will have responsibility for producing the emblem correctly and Red Cross will have the right to reject any and all Goods and Services which do not show the emblem correctly. For the avoidance of doubt, the Supplier shall not use the emblem of the Red Cross without prior written consent.

20. Termination

- 20.1** Red Cross shall be entitled to cancel the Contract in respect of all or part only of the Goods and/or Services by giving notice to the Supplier at any time prior to Delivery. Upon such notice:
- 20.1.1** The Supplier shall cease to be bound to deliver and Red Cross shall cease to be bound to receive Delivery, and

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- 20.1.2** Red Cross's sole liability shall be to pay to the Supplier the Price less the Supplier's net saving of cost arising from cancellation.
- 20.2** Without prejudice to the rights to terminate the Contract set out in these Conditions, Red Cross shall be entitled to terminate the Contract without liability to the Supplier by giving notice to the Supplier at any time if:
- 20.2.1** The Supplier commits a material breach of any of the terms and conditions of the Contract;
- 20.2.2** The Supplier has a winding up petition presented against it or enters into liquidation whether compulsory or voluntary (except for the purposes of bona fide reconstruction or amalgamation) or compounds with or makes any arrangement with its creditors or makes a general assignment for the benefit of its creditors, or if it has a receiver, manager, administrative receiver or administrator appointed over the whole or substantially the whole of its undertaking or assets, or if it has an administration petition presented or administration application made against it or a notice of intention to appoint an administrator has been given to any person or if it ceases or threatens to cease to carry on its business, or make any material change in its business.
- 20.2.3** Red Cross reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.

21. Indemnity

The Supplier shall indemnify and keep Red Cross indemnified in full against all liabilities, losses, damages, costs, claims and expenses (including all legal fees on a full indemnity basis) awarded against or paid by Red Cross including, for the avoidance of doubt, all consequential loss, incurred by Red Cross as a result of a breach of any of the terms of this Contract by the Supplier.

22. Notices

- 22.1** Any notice to be served by either of the parties shall be sent by pre-paid recorded delivery or registered post or by facsimile transmission to that other party at its registered office or principal place of business or such other address that may at the relevant time have been notified to the party giving notice.
- 22.2** Notice served pursuant to clause 22.1 shall be deemed to have been received within 72 hours of posting or 24 hours if sent by facsimile transmission to the correct number of the addressee.

23. Waiver

No waiver by Red Cross of any breach of this Contract by the Supplier shall be considered as a waiver of any subsequent breach or default of the same or any other provision and shall in no way affect the other terms of the Contract.

24. Severance

If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected thereby.

25. Dispute Resolution

- 25.1** In the event of any dispute arising under the Contract, the parties agree to seek first to resolve it by mutual negotiations or failing that through a settlement in accordance with the Centre for Dispute Resolution ("CEDR") Model Mediation Procedure.
- 25.2** The place of the mediation shall be in London, England. Any such mediation shall be conducted in English and any settlement agreement entered into by the parties pursuant to the mediation shall be written in the English language.

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- 25.3** To initiate mediation, a party must give notice in writing ("ADR Notice") to the other party to the dispute requesting mediation. A copy of the request should also be sent to CEDR.
- 25.4** If the dispute is not resolved within [60] days (or such other period as the parties may agree in writing) of the giving of the ADR Notice, or if one of the parties refuses to participate in mediation, either party may require that the Dispute be referred to and finally resolved in accordance with clause 26.

26. Governing Law and Jurisdiction

The Contract shall be governed by the laws of England and the parties shall, subject to any mediation procedure entered into pursuant to clause 25 above, submit to the exclusive jurisdiction of the English courts.

27. Data Protection

- 27.1** In consideration of the British Red Cross engaging the Services of the Service Provider/Supplier to process Personal Data on its behalf the Service Provider/Supplier shall comply with the security, confidentiality and other obligations imposed on it under this Contract.
- 27.2** The Service Provider / Supplier shall comply with all aspects of the Data Protection Legislation, including regularly reviewing and updating all relevant notifications to the Information Commissioner.
- 27.3** The Service Provider / Supplier shall take appropriate technical and organisational measures against unlawful and unauthorised processing of the Information and against accidental loss, destruction of and damage to Information.
- 27.4** The Parties acknowledge that for the purposes of the Data Protection Legislation, the Red Cross is the Data Controller and the Service Provider/Supplier is the Data Processor.
- 27.5** The e Service Provider / Supplier shall notify the British Red Cross immediately if it considers that any of the British Red Cross's instructions infringe the Data Protection Legislation.
- 27.6** The Service Provider / Supplier shall provide all reasonable assistance to the Red Cross in the preparation of any Data Protection Impact Assessment (if necessary) prior to commencing any processing. Such assistance may, at the discretion of the Red Cross, include:
- 27.6.1** a systematic description of the envisaged processing operations and the purpose of the processing;
 - 27.6.2** an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - 27.6.3** an assessment of the risks to the rights and freedoms of the Data Subjects; and
 - 27.6.4** the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

28. Obligations of the Service Provider / Supplier

- 28.1** The Service Provider / Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
- 28.1.1** process that Personal Data only in accordance with instructions from the Red Cross unless the Service Provider / Supplier is required to do otherwise by Law. If it is so required the Service Provider / Supplier shall promptly notify the British Red Cross before processing the Personal Data unless prohibited by Law;
 - 28.1.2** ensure that it has in place Protective Measures appropriate to protect against a Data Loss Event having taken account of the:
 - 28.1.2.1** nature of the data to be protected;
 - 28.1.2.2** harm that might result from a Data Loss Event;

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- 28.1.2.3** state of technological development; and
- 28.1.2.4** cost of implementing any measures;
- 28.1.3** ensure that:
 - 28.1.3.1** the Service Provider's Staff / Suppliers Staff do not process Personal Data except in accordance with this Agreement;
 - 28.1.3.2** it takes all reasonable steps to ensure the reliability and integrity of any Service Provider's Staff / Suppliers Staff who have access to the Personal Data and ensure that they:
 - a)** are aware of and comply with the Service Provider's / Suppliers duties under this clause;
 - b)** are subject to appropriate confidentiality undertakings with the Service Provider / Supplier or any Sub-contractor;
 - c)** are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Red Cross or as otherwise permitted by this Contract;
 - d)** have undergone adequate training in the use, care, protection and handling of Personal Data;
- 28.1.4** not transfer Personal Data outside of the EU unless the prior written consent of the Red Cross has been obtained and the following conditions are fulfilled:
 - 28.1.4.1** the Red Cross or the Service Provider / Supplier has provided appropriate safeguards in relation to the transfer (in accordance with Data Protection Legislation whether being GDPR Article 46 or LED Article 37) as determined by the Red Cross;
 - 28.1.4.2** the Service Provider / Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - 28.1.4.3** the Service Provider / Supplier complies with any reasonable instructions notified to it in advance by the Red Cross with respect to the processing of the Personal Data;
- 28.1.5** at the written direction of the Red Cross (or on termination of the Existing Contract), delete or return Personal Data (and any copies of it) to the Red Cross unless the Service Provider / Supplier is required by Law to retain the Personal Data.

29. Rights of the Data Subject

- 29.1** Subject to clause 27.6, the Service Provider / Supplier shall notify the Red Cross immediately if it:
 - 29.1.1** receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 29.1.2** receives a request to rectify, restrict or object to processing or erase any Personal Data;
 - 29.1.3** receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 29.1.4** receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - 29.1.5** receives a request from any third party for disclosure of Personal Data. Where compliance with such request is required or purported to be required by Law; or
 - 29.1.6** becomes aware of any incidents or activities that suggest non-compliance with any of the terms of this Contract. This includes 'near miss' situations even if no actual damage to or loss or inappropriate disclosure of information results; or
 - 29.1.7** becomes aware of a Data Loss Event.

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- 29.2** The Service Provider's / Supplier's obligation to notify under clause 29.1 shall include the provision of further information to the Red Cross in phases, as details become available.
- 29.3** Taking into account the nature of the processing, the Service Provider / Supplier shall provide the Red Cross with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 29.1 (and insofar as possible within the timescales reasonably required by the British Red Cross) including by promptly providing:
- 29.3.1** the Red Cross with full details and copies of the complaint, communication or request;
 - 29.3.2** such assistance as is reasonably requested by the Red Cross to enable the Red Cross to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 29.3.3** the Red Cross, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 29.3.4** assistance as requested by the Red Cross following any Data Loss Event;
 - 29.3.5** assistance as requested by the Red Cross with respect to any request from the Information Commissioner's Office, or any consultation by the Red Cross with the Information Commissioner's Office.

30. Requirement to Keep Records

- 30.1** The Service Provider / Supplier shall maintain appropriate confidentiality, information security, data protection and records management policies.
- 30.2** The Service Provider / Supplier shall maintain complete and accurate records and information to demonstrate its compliance with clause 27. This requirement does not apply where the Service Provider / Supplier employs fewer than 250 staff, unless:
- 30.2.1** the Red Cross determines that the processing is not occasional;
 - 30.2.2** the Red Cross determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - 30.2.3** the Red Cross determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 30.3** The Service Provider / Supplier shall provide the Data Controller with copies of the policies referred to in this clause 30 on request.

31. Audit

- 31.1** If required, the Service Provider / Supplier shall allow for audits of its Data Processing activity by the Red Cross or the Red Cross's designated auditor, subject to the following:-
- 31.1.1** the Red Cross may perform such audits once per year or more frequently if required by Data Protection Legislation as applicable to the Red Cross;
 - 31.1.2** the Red Cross may use a third party to perform the audit on its behalf, provided the third party is mutually agreed to by the Red Cross and the Service Provider/Supplier and executes a confidentiality agreement acceptable to the Service Provider/Supplier before the audit; and
 - 31.1.3** audits must be conducted during regular business hours, subject to the Service Provider/Supplier's policies, and may not unreasonably interfere with the Service Provider/Supplier's business activities.

32. Data Protection Officer

The Service Provider / Supplier shall designate a data protection officer if required by the Data Protection Legislation.

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33. Third Party Processing

- 33.1 Before allowing any Sub-contractor to process any Personal Data related to this Contract, the Service Provider / Supplier must:
- 33.1.1 notify the Red Cross in writing of the intended Sub-contractor and processing;
 - 33.1.2 obtain the written consent of the Red Cross;
 - 33.1.3 enter into a written agreement with the Sub-contractor which gives effect to the terms set out in this Contract such that they apply to the Sub-contractor; and
 - 33.1.4 provide the Red Cross with such information regarding the Sub-contractor as the Red Cross may reasonably require.
- 33.2 The Service Provider / Supplier shall remain fully liable for all acts or omissions of any Sub-contractor.

34. Security – Physical

- 34.1 The Service Provider / Supplier shall ensure that all Information is physically protected from potential damage arising from environmental hazards such as fire and flood.
- 34.2 The Service Provider / Supplier shall ensure that all Information is held on premises that are adequately protected from unauthorised entry and/or theft of Information or any IT equipment on which it is held by, for example, the use of burglar alarms, security doors, ram-proof pillars, controlled access systems, etc.

35. Security – IT systems

- 35.1 The Service Provider / Supplier shall only hold Information on secure servers and/or portable media or devices such as laptops or USB memory sticks or CD-ROMs.
- 35.2 The Service Provider / Supplier shall ensure that:
- 35.2.1 All portable media used for storage or transit of Information are fully encrypted.
 - 35.2.2 Portable media are not left unattended at any time (e.g. in parked cars, in unlocked & unoccupied rooms, etc.).
 - 35.2.3 When not in use, all portable media are stored in a locked area and issued only when required to authorised employees, with a record kept of issue and return.
- 35.3 The Service Provider / Supplier shall not allow employees to hold Information on their own personal computers.
- 35.4 The Service Provider / Supplier shall ensure adequate back-up facilities to minimise the risk of loss of or damage to Information and that a robust business continuity plan is in place in the event of restriction of service for any reason.
- 35.5 The Service Provider / Supplier shall only make printed paper copies of Information if this is essential for delivery of the contracted service. The Service Provider / Supplier shall store printed paper copies of Information in locked cabinets when not in use and shall not remove from premises unless this is essential for delivery of the contracted service.
- 35.6 The Service Provider / Supplier shall not transmit Information by email except as an encrypted attachment.

36. Secure Destruction

- 36.1 The Service Provider / Supplier shall ensure that Information held in paper form (regardless of whether as originally provided by the Data Controller or printed from the Service Provider / Supplier's IT systems) is destroyed using a cross cut shredder or subcontracted to a confidential waste company that complies with European Standard EN15713.
- 36.2 The Service Provider / Supplier shall ensure that electronic storage media used to hold or process Information is destroyed or overwritten to current NCSC standards as defined at <https://www.ncsc.gov.uk>

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- 36.3** In the event of any bad or unusable sectors that cannot be overwritten, the Service Provider / Supplier shall ensure complete and irretrievable destruction of the media itself.
- 36.4** The Service Provider / Supplier shall provide the Red Cross with copies of all relevant overwriting verification reports and/or certificates of secure destruction of Information at the conclusion of the contract.

37. Amendments

- 37.1** The Red Cross may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 37.2** The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Red Cross may, on not less than 30 Working Days' notice to the Service Provider / Supplier amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.