



Dropship

Data Processing Agreement

Overview

As a Trade Customer (**Customer**) you have entered into an agreement (**Master Agreement**) for the supply of Party Delights Ltd (**Provider**) goods and services (see Ts & Cs).

This Data Processing Agreement (**Agreement**) sets out the additional terms, requirements and conditions on which Party Delights will process Personal Data when providing direct delivery (**Dropship Services**) on behalf of Trade Customers under the Master Agreement.

By requesting Dropship Services you are accepting the terms of this Data Processing Agreement.

This Agreement contains the mandatory clauses required by Article 28(3) of the retained UK law version of the General Data Protection Regulation ((EU) 2016/679) for contracts between controllers and processors and the General Data Protection Regulation ((EU) 2016/679).

AGREED TERMS

1. Definitions and Interpretation

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

Authorised Persons: the persons or categories of persons that the Customer authorises to give the Provider written personal data processing instructions and from whom the Provider agrees solely to accept such instructions.

Business Purposes: the services to be provided by the Provider to the Customer as described in the Master Agreement and any other purpose specifically identified in Annex 1.

Commissioner: the Information Commissioner (see Article 4(A3), UK GDPR and section 114, DPA 2018).

Controller: has the meaning given to it in section 6, DPA 2018.

Data Protection Legislation:

1a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.

1b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Customer or Provider is subject, which relates to the protection of personal data.

Data Subject: the identified or identifiable living individual to whom the Personal Data relates.

Dropship Services: direct delivery on behalf of Trade Customers

EU GDPR: the General Data Protection Regulation ((EU) 2017/679).

EEA: the European Economic Area.

Personal Data: means any information relating to an identified or identifiable living individual that is processed by the Provider on behalf of the Customer as a result of, or in connection with, the provision of the services under the Master Agreement; an identifiable living individual is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual.

Processing, processes, processed, process: any activity that involves the use of the Personal Data. It includes, but is not limited to, any operation or set of operations which is performed on the Personal Data or on sets of the Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing also includes transferring the Personal Data to third-parties.

Personal Data Breach: a breach of security leading to the accidental, unauthorised or unlawful destruction, loss, alteration, disclosure of, or access to, the Personal Data.

Processor: a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Controller.

Records: has the meaning given to it in Clause 12.

Term: this Agreement's term as defined in Clause 10.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

- 1.2 This Agreement is subject to the terms of the Master Agreement and is incorporated into the Master Agreement. Interpretations and defined terms set forth in the Master Agreement apply to the interpretation of this Agreement.
- 1.3 The Annexes form part of this Agreement and will have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Annexes.
- 1.4 A reference to writing or written includes faxes and email.
- 1.5 In the case of conflict or ambiguity between:
 - (a) any provision contained in the body of this Agreement and any provision contained in the Annexes, the provision in the body of this Agreement will prevail;
 - (b) the terms of any accompanying invoice or other documents annexed to this Agreement and any provision contained in the Annexes, the provision contained in the Annexes will prevail; and

- (c) any of the provisions of this Agreement and the provisions of the Master Agreement, the provisions of this Agreement will prevail.

2. Personal data types and processing purposes

2.1 The Customer and the Provider agree and acknowledge that for the purpose of the Data Protection Legislation:

- (a) the Customer is the Controller and the Provider is the Processor.
- (b) the Customer retains control of the Personal Data and remains responsible for its compliance obligations under the Data Protection Legislation, including but not limited to, providing any required notices and obtaining any required consents, and for the processing instructions it gives to the Provider.
- (c) Annex 1 describes the subject matter, nature and purpose of the processing and the Personal Data categories and Data Subject types in respect of which the Provider may process the Personal Data to fulfil the Business Purposes.

3. Provider's obligations

3.1 The Provider will only process the Personal Data to the extent, and in such a manner, as is necessary for the Business Purposes in accordance with the Customer's written instructions. The Provider will not process the Personal Data for any other purpose or in a way that does not comply with this Agreement or the Data Protection Legislation. The Provider must promptly notify the Customer if, in its opinion, the Customer's instructions do not comply with the Data Protection Legislation.

3.2 The Provider must comply promptly with any Customer written instructions requiring the Provider to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.

3.3 The Provider will maintain the confidentiality of the Personal Data and will not disclose the Personal Data to third-parties unless the Customer or this Agreement specifically authorises the disclosure, or as required by domestic or EU law, court or regulator (including the Commissioner). If a domestic or EU law, court or regulator (including the Commissioner) requires the Provider to process or disclose the Personal Data to a third-party, the Provider must first inform the Customer of such legal or regulatory requirement and give the Customer an opportunity to object or challenge the requirement, unless the domestic or EU law prohibits the giving of such notice.

3.4 The Provider will reasonably assist the Customer, at no additional cost to the Customer, with meeting the Customer's compliance obligations under the Data Protection Legislation, taking into account the nature of the Provider's processing and the information available to the Provider, including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with the Commissioner or other relevant regulator under the Data Protection Legislation.

- 3.5 The Provider must notify the Customer promptly of any changes to the Data Protection Legislation that may reasonably be interpreted as adversely affecting the Provider's performance of the Master Agreement or this Agreement.

4. Provider's employees

- 4.1 The Provider will ensure that all of its employees:
- (a) are informed of the confidential nature of the Personal Data and are bound by written confidentiality obligations and use restrictions in respect of the Personal Data;
 - (b) have undertaken training on the Data Protection Legislation and how it relates to their handling of the Personal Data and how it applies to their particular duties; and
 - (c) are aware both of the Provider's duties and their personal duties and obligations under the Data Protection Legislation and this Agreement.
- 4.2 The Provider will take reasonable steps to ensure the reliability, integrity and trustworthiness of and conduct background checks consistent with applicable domestic law on all of the Provider's employees with access to the Personal Data.

5. Security

- 5.1 The Provider must at all times implement appropriate technical and organisational measures against accidental, unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of the Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data.
- 5.2 The Provider must implement such measures to ensure a level of security appropriate to the risk involved, including as appropriate:
- (a) the pseudonymisation and encryption of personal data;
 - (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
 - (d) a process for regularly testing, assessing and evaluating the effectiveness of the security measures.

6. Personal data breach

- 6.1 The Provider will immediately and in any event without undue delay notify the Customer in writing if it becomes aware of any Personal Data Breach involving part or all of the Personal Data.

- 6.2 Where the Provider becomes aware of a Personal Data Breach, it will, without undue delay, also provide the Customer with the following written information:
- (a) description of the nature of the breach, including the categories of in-scope Personal Data and approximate number of both Data Subjects and the Personal Data records concerned;
 - (b) the likely consequences; and
 - (c) a description of the measures taken or proposed to be taken to address the breach, including measures to mitigate its possible adverse effects.
- 6.3 Immediately following Personal Data Breach, the parties will co-ordinate with each other to investigate the matter. Further, the Provider will reasonably co-operate with the Customer at no additional cost to the Customer, in the Customer's handling of the matter, including but not limited to:
- (a) assisting with any investigation;
 - (b) providing the Customer with physical access to any facilities and operations affected;
 - (c) facilitating interviews with the Provider's employees, former employees and others involved in the matter including, but not limited to, its officers and directors;
 - (d) making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by the Customer; and
 - (e) taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach or accidental, unauthorised or unlawful Personal Data processing.
- 6.4 The Provider will not inform any third-party of any accidental, unauthorised or unlawful processing of all or part of the Personal Data and/or a Personal Data Breach without first obtaining the Customer's written consent, except when required to do so by domestic or EU law.
- 6.5 The Provider agrees that the Customer has the sole right to determine:
- (a) whether to provide notice of the accidental, unauthorised or unlawful processing and/or the Personal Data Breach to any Data Subjects, the Commissioner, other in-scope regulators, law enforcement agencies or others, as required by law or regulation or in the Customer's discretion, including the contents and delivery method of the notice; and
 - (b) whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.
- 6.6 The Provider will cover all reasonable expenses associated with the performance of the obligations under 6.1 to 6.3 unless the matter arose from the Customer's specific

written instructions, negligence, wilful default or breach of this Agreement, in which case the Customer will cover all reasonable expenses.

- 6.7 The Provider will also reimburse the Customer for actual reasonable expenses that the Customer incurs when responding to an incident of accidental, unauthorised or unlawful processing and/or a Personal Data Breach to the extent that the Provider caused such, including all costs of notice and any remedy as set out in 6.5.

7. Cross-border transfers of personal data

- 7.1 The Provider (and any sub-processor) must not transfer or otherwise process the Personal Data outside the UK, or the EEA, without obtaining the Customer's prior written consent.

8. Sub-processors

- 8.1 The Provider may only authorise a sub-processor to process the Personal Data if:
- (a) the Provider enters into a written contract with the sub-processor that contains terms substantially the same as those set out in this Agreement, in particular, in relation to requiring appropriate technical and organisational data security measures, and, upon the Customer's written request, provides the Customer with copies of the relevant excerpts from such contracts; and
 - (b) the Provider maintains control over all of the Personal Data it entrusts to the sub-processor.
- 8.2 Those sub-processors approved as at the commencement of this Agreement are as set out in Annex 1. The Provider will advise the Customer in writing of any proposed additions to this list and allow the Customer 14 working days to object to such additions.
- 8.3 Where the sub-processor fails to fulfil its obligations under the written agreement with the Provider which contains terms substantially the same as those set out in this Agreement, the Provider remains fully liable to the Customer for the sub-processor's performance of its agreement obligations.
- 8.4 The Parties agree that the Provider will be deemed by them to control legally any Personal Data controlled practically by or in the possession of its sub-processors.

9. Complaints, data subject requests and third-party rights

- 9.1 The Provider must, at no additional cost to the Customer, take such technical and organisational measures as may be appropriate, and promptly provide such information to the Customer as the Customer may reasonably require, to enable the Customer to comply with:
- (a) the rights of Data Subjects under the Data Protection Legislation, including, but not limited to, subject access rights, the rights to rectify, port and erase

personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data; and

- (b) information or assessment notices served on the Customer by the Commissioner or other relevant regulator under the Data Protection Legislation.

- 9.2 The Provider must notify the Customer immediately in writing if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation.
- 9.3 The Provider must notify the Customer within 5 days if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their other rights under the Data Protection Legislation.
- 9.4 The Provider will give the Customer, at no additional cost to the Customer, its full co-operation and assistance in responding to any complaint, notice, communication or Data Subject request.
- 9.5 The Provider must not disclose the Personal Data to any Data Subject or to a third-party other than in accordance with the Customer's written instructions, or as required by domestic or EU law.

10. Term and termination

- 10.1 This Agreement will remain in full force and effect so long as:
 - (a) the Master Agreement remains in effect; or
 - (b) the Provider retains any of the Personal Data related to the Master Agreement in its possession or control (**Term**).
- 10.2 Any provision of this Agreement that expressly or by implication should come into or continue in force on or after termination of the Master Agreement in order to protect the Personal Data will remain in full force and effect.
- 10.3 The Provider's failure to comply with the terms of this Agreement is a material breach of the Master Agreement. In such event, the Customer may terminate any part of the Master Agreement involving the processing of the Personal Data effective immediately on written notice to the Provider without further liability or obligation of the Customer.
- 10.4 If a change in any Data Protection Legislation prevents either party from fulfilling all or part of its Master Agreement obligations, the parties may agree to suspend the processing of the Personal Data until that processing complies with the new requirements. If the parties are unable to bring the Personal Data processing into compliance with the Data Protection Legislation within 30 days, either party may terminate the Master Agreement with immediate effect on written notice to the other party.

11. Data return and destruction

- 11.1 At the Customer's request, the Provider will give the Customer, or a third-party nominated in writing by the Customer, a copy of or access to all or part of the Personal Data in its possession or control in the format and on the media reasonably specified by the Customer.
- 11.2 On termination of the Master Agreement for any reason or expiry of its term, the Provider will securely delete or destroy or, if directed in writing by the Customer, return and not retain, all or any of the Personal Data related to this Agreement in its possession or control.
- 11.3 If any law, regulation, or government or regulatory body requires the Provider to retain any documents, materials or Personal Data that the Provider would otherwise be required to return or destroy, it will notify the Customer in writing of that retention requirement, giving details of the documents, materials or Personal Data that it must retain, the legal basis for such retention, and establishing a specific timeline for deletion or destruction once the retention requirement ends.

12. Records

- 12.1 The Provider will keep detailed, accurate and up-to-date written records regarding any processing of the Personal Data, including but not limited to, the access, control and security of the Personal Data, approved sub-processors, the processing purposes, categories of processing, and a general description of the technical and organisational security measures referred to in 5.1 (**Records**).
- 12.2 The Provider will ensure that the Records are sufficient to enable the Customer to verify the Provider's compliance with its obligations under this Agreement and the Data Protection Legislation and the Provider will provide the Customer with copies of the Records upon request.
- 12.3 The Customer and the Provider must review the information listed in the Annexes to this Agreement to confirm its current accuracy and update it when required to reflect current practices.

13. Audit

- 13.1 The Provider will permit the Customer and its third-party representatives to audit the Provider's compliance with its Agreement obligations, on at least 14 days' notice, during the Term. The Customer will cover reasonable costs of such audit. The Provider will give the Customer and its third-party representatives reasonable assistance to conduct such audits, which may include, but is not limited to:
- (a) physical access to, remote electronic access to, and copies of the Records and any other information held at the Provider's premises or on systems storing the Personal Data;

- (b) access to and meetings with any of the Provider's personnel reasonably necessary to provide all explanations and perform the audit effectively; and
 - (c) inspection of all Records and the infrastructure, electronic data or systems, facilities, equipment or application software used to process the Personal Data.
- 13.2 The notice requirements in 13.1 will not apply if the Customer reasonably believes that a Personal Data Breach has occurred or is occurring, or the Provider is in material breach of any of its obligations under this Agreement or any of the Data Protection Legislation.
- 13.3 If a Personal Data Breach occurs or is occurring, or the Provider becomes aware of a breach of any of its obligations under this Agreement or any of the Data Protection Legislation, the Provider will, at no cost to the Customer:
- (a) promptly, conduct its own audit to determine the cause;
 - (b) produce a written report that includes detailed plans to remedy any deficiencies identified by the audit;
 - (c) provide the Customer with a copy of the written audit report; and
 - (d) remedy any deficiencies identified by the audit within a reasonable timeframe.

14. Warranties

- 14.1 The Provider warrants and represents that:
- (a) its employees, subcontractors, agents and any other person or persons accessing the Personal Data on its behalf are reliable and trustworthy and have received the required training on the Data Protection Legislation;
 - (b) it and anyone operating on its behalf will process the Personal Data in compliance with the Data Protection Legislation and other laws, enactments, regulations, orders, standards and other similar instruments;
 - (c) it has no reason to believe that the Data Protection Legislation prevents it from providing any of the Master Agreement's contracted services; and
 - (d) considering the current technology environment and implementation costs, it will take appropriate technical and organisational measures to prevent the accidental, unauthorised or unlawful processing of Personal Data and the loss or damage to, the Personal Data, and ensure a level of security appropriate to:
 - (i) the harm that might result from such accidental, unauthorised or unlawful processing and loss or damage;
 - (ii) the nature of the Personal Data protected; and
 - (iii) comply with all applicable Data Protection Legislation and its information and security policies, including the security measures required in 5.1.

14.2 The Customer warrants and represents that the Provider's expected use of the Personal Data for the Business Purposes and as specifically instructed by the Customer will comply with the Data Protection Legislation.

15. Liability

15.1 The Provider and the Customer shall be liable for damages in accordance with Article 82 UK GDPR.

16. Notice

16.1 Any notice or other communication given to a party under or in connection with this Agreement must be in writing and delivered in accordance with Notice requirements in the Master Agreement.

16.2 16.1 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

Annex 1: Personal Data processing purposes and details

Type of data	Nature and purpose (subject matter) of Processing	Categories of data subjects affected
Delivery data (name, address)	Data sharing with sub-processors to facilitate delivery on behalf of the Customer	customers of the Customer
Order data (currently selected products, product code, product description, unit price, quantity, net line total, designated delivery service, VAT applicable, master total)	Order fulfilment on behalf of the Customer	customers of the Customer
Session data (device, operating system / log-on time, session length, basket history)	Automated processing of orders on behalf of the Customer	employees of the Customer

Type of Sub-processors

Shipping services, courier firms and Royal Mail - providing shipping, courier and doorstep delivery services

List of approved Sub-processors:

Sub-processor	Function	Privacy Information
MetaPack Ltd	Shipping service	Privacy Policy Metapack
Sorted Holdings Ltd	Shipping service	Privacy policy Sorted
Coll-8 Logistics Ltd	Courier service	Privacy Notice - COLL-8 Logistics Ltd
Deutsche Post AG - DHL	Courier service	Privacy Notice DHL United Kingdom
DPDgroup UK Ltd	Courier service	DPD (UK) - Shipping to the EU
Hermes Parcelnet Limited - Evri	Courier service	Privacy Policy Evri - The New Hermes
FedEx Express International B.V.	Courier service	Privacy Policy FedEx United Kingdom
Royal Mail Group Ltd – Parcelforce Worldwide	Courier service	Find out about the privacy policy from Parcelforce Worldwide
Royal Mail Group Ltd	Mail delivery service	Privacy notice Royal Mail Group Ltd

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