

# aDaVista Standard Terms and Conditions of Business:

Recitals:

WHEREAS

aDaVista is a provider of compliance and training services in respect of the Data Protection Act 1998 and related legislation and the client agrees to accept such services on the following terms:

Clause:

1. Definitions:

Throughout the rest of this document:

aDaVista means Robyn Banks trading as aDaVista and any employees or agents she may from time to time engage. This does not extend to independent associates she may from time to time engage or to whom she may from time to time refer clients for the provision of additional services to her clients (over and above those services described here).

The client means any organisation or individual using aDaVista's services.

The client agreement means the document specifying details specific to each client including (but not exclusive to):

The services to be provided and

Charging and payment arrangements in respect of those services.

NB: the client agreement may from time to time be amended to take account of additional services required by the client. Any such amended client agreement forms part of the contract and any such additional services are provided upon these terms.

The current client agreement is the client agreement detailing the current service and payment arrangements between the parties.

NB: Each client agreement must be signed by both parties and dated.

For the avoidance of doubt

The contract means this document together with the current client agreement.

The services means the services detailed in the current client agreement

The 1998 Act means the Data Protection Act 1998.

The 2000 Act means the Freedom of Information Act 2000.

The 2000 Regulations means the Privacy and Telecommunications Regulations 2000.

Notification means the process of notifying the Information Commissioners Office of a clients data protection position (including the kind of data collected and held and the purposes for which it is collected and held [these examples are not exclusive or exhaustive]), in order for that client to be registered in accordance with the 1998 Act.

The ICO means the Information Commissioners Office.

The Data Controller is the entity which determines the purposes for which and the manner in which any personal data are, or are to be, processed.

A Data Processor is any person (other than an employee of the data controller) who processes the data on behalf of the data controller.

Processing here means obtaining, recording or holding the information or data or carrying out any operation or set

of operations on the information or data, including:

- (a) Organisation, adaptation or alteration of the information or data.
- (b) Retrieval, consultation or use of the information or data
- (c) Disclosure of the information or data by transmission, dissemination or otherwise making available, or
- (d) Alignment, combination, blocking, erasure or destruction of the information or data;

Personal data is any data which relate to a living individual who can be identified

- (a) from those data, or
- (b) from those data and other information which is in the possession of, or is likely to come into the possession of, the data controller, and includes any expression of opinion about the individual and any indication of the intentions of the data controller or any other person in respect of the individual.

The Data Subject is an individual who is the subject of personal data.

The duty of proactive informing is an organisations obligation under the 1998 Act to inform data subjects of how and when personal data is collected and the purposes for which it is held.

## 2. Services:

### 2.1. General:

Full details of aDaVista's range of services are contained in our brochure and on our website at [www.adavista.com](http://www.adavista.com).

### 2.2. Specific:

The services taken by each individual client are specified in that client's current client agreement.

## 3. Charges and Payment:

### 3.1. Charges:

#### 3.1.1. Notification Fee:

A fee of £35.00 is payable by the client to the ICO in respect of notification.

#### 3.1.2. Travelling Expenses:

aDaVista reserves the right to charge 35p per mile in respect of travelling expenses. This charge will be agreed in advance with the client.

#### 3.1.3. Fees for Services:

These are agreed with each client and specified in that client's current client agreement.

### 3.2. Payment:

#### 3.2.1. Payment policy:

##### 3.2.1.1. Notification Services:

Invoices will be issued when aDaVista's work is complete - which may be before the formal notification process is complete.

##### 3.2.1.2. Training Services:

Invoices will be issued when training is complete.

### 3.2.1.3. Payment Method:

aDaVista accepts payment by:

Cheque or cash.

**Cheques should be made payable to: Mrs R.J. Banks**

### 3.2.1.4. Overdue Payments:

Payment falls due 4 weeks after the date shown on the invoice. After the expiry of this period, payments will be overdue and debt recovery procedures may be activated.

Interest will be charged on overdue payments at a rate of 2% per day from the day after the due date for payment up to the date of settlement.

## 5. Limitations and exclusions:

The fee of £35.00 payable to the ICO is entirely the responsibility of the client. aDaVista can accept no liability for non-payment of this sum.

Clients are asked to supply aDaVista with information which is, to the best of the client's knowledge and belief, complete and accurate. aDaVista can accept no liability, other than that imposed by law, for any losses arising from any failure by the client, for any reason, to provide such complete and accurate information in relation to any of aDaVista's services.

aDaVista strives constantly to ensure that any advice given to clients is accurate, up-to date and appropriate to the clients needs. aDaVista can accept no liability for any losses howsoever caused to any client, where those losses result from the client's failure to follow any such advice.

aDaVista can accept no liability for any failure to provide any of the services detailed in these terms or otherwise agreed with the client where such failure is due to circumstances beyond its reasonable control. Such circumstances include (but are not exclusive to):

Fire, flood, industrial action or act of God.

## 6. Cancellation:

aDaVista reserves the right to cancel the contract immediately (termination to be effective from the moment verbal notice is given, before that verbal notice is confirmed in writing) if it is asked to perform, engage in or otherwise collude with any act which is unlawful in England and Wales.

aDaVista reserves the right to cancel this agreement upon notice in writing (termination to be effective 14 days from the date of the letter giving notice) if it becomes obvious that the client has knowingly or carelessly supplied incomplete or inaccurate information in relation to any of aDaVista's services.

Clients may cancel this agreement upon notice in writing (termination to be effective 14 days from the date shown on the letter giving notice), outlining their reasons for the cancellation.

In the event of cancellation of this agreement by aDaVista, all monies due up to the date of cancellation will fall due immediately.

In the event of cancellation by the client, all monies due up to the date of termination will fall due immediately, together with a cancellation fee of £25.00

## 7. Complaints procedure:

We at aDaVista strive to provide the best possible service to clients at all times. However, should a client feel they have grounds for complaint; they should follow the procedure set out below.

The complaint must be put in writing and sent, by post or email, to:

Mrs R.J. Banks (Principal).

The complaint must include:

a summary of the background of aDaVista's relationship with the client  
the facts alleged to give rise to the complaint and  
any evidence in support of such allegations.

The complaint will then be fully investigated and the decision notified to the client in writing within a reasonable time. Any remedial action identified as necessary through that investigation will be taken as soon as is reasonably practicable.

If the client is unhappy with the decision at first instance, they may appeal to aDaVista's legal department.

Any such appeal must be in writing, including:

a copy of the original complaint (above),  
the reasons for not accepting the decision at first instance and  
any evidence in support of any such reasons.

The appeal will then be fully investigated and the results of that investigation notified to the client in writing within a reasonable time. This decision is final.

#### 8. Severance:

If any provision of the contract is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions of the contract shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

#### 9. Governing Law:

The contract is governed by the law of England and Wales and is subject to the non-exclusive jurisdiction of the English courts.

#### 10. Entire Agreement:

The contract constitutes the entire agreement between the parties and any term not expressed therein is not to be implied into such agreement except by law.

Signature (client)

Signature (aDaVista)

Date