



Terms and Conditions

Standard Version

Version 2022 1.4a



The following are the standard Terms and Conditions of Freshfield PR Ltd and form the basis of all contractual agreements with Clients

1.1 Definitions

- Freshfield is Freshfield PR Limited (company registration number: 04975780)
- Client means the company or individual named in the Order Confirmation, commissioning Freshfield
- Order Confirmation means Freshfield's order confirmation form which sets out the order and budget
- Agreement means these Terms and Conditions (as amended from time to time) read in conjunction with the Order Confirmation
- Scope of Work is the work that Freshfield will undertake on behalf of the Client as set out in the Order Confirmation
- Out of Scope (or additional work) is work that has been instructed outside of the Order Confirmation
- Terms and Conditions means these terms
- Retainer Work is work conducted and invoiced as a fixed fee per month
- Project Work is work conducted and invoiced Project by Project

1.2 Programme acceptance / instructions

- All prices quoted are exclusive of VAT. All quotations shall be given in writing and deemed valid for 28 days from the quotation date. Freshfield reserves the right to withdraw the terms prior to acceptance by the Client
- Freshfield reserves the right to withhold starting a project until the Order Confirmation has been signed
- Freshfield reserves the right to withhold starting a project until an agreed first payment has been made
- The Client acknowledges that any instructions via email from the Client for Additional Work will be subject to Freshfield's Terms and Conditions (as amended from time to time)
- If the Client has previously signed the latest Order Confirmation, they can confirm future orders via email but these will be subject to Freshfield's Terms and Conditions (as amended from time to time)

1.3 Payment terms

- All Freshfield's fees are subject to VAT
- The fees contained in the Order Confirmation (and/or any figure which may be quoted by Freshfield in the future) is an estimate only and does not account for any unknown factors
- For any Retainer Work, Freshfield's fees will be invoiced on the 15th of the month
- For any Project Work, Freshfield's fees will be invoiced throughout the project and confirmed in the Order Confirmation
- Payment in full of Freshfield's invoices by the Client is due within 30 days of the date shown on the invoice. All goods, materials and services provided by Freshfield shall remain the property of Freshfield until paid for in full by the Client.
- Freshfield reserves the right to exercise the statutory right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 if payment is not made according to agreed payment terms
- Freshfield reserves the right to suspend all activity (including but not limited to website hosting) if invoices remain unpaid beyond 30 days
- Any payment returned by the bank or credit card company will incur a £25 administration charge. This will be invoiced and will be added to the total outstanding debt owed by the Client
- The Client shall pay the costs and expenses of Freshfield, including any solicitors' or other professionals' costs and expenses, incurred in connection with or in contemplation of the recovery of any overdue amounts due from the



Client to Freshfield. Where the Client is obliged to pay or indemnify Freshfield against any solicitors' or other professionals' costs and expenses that obligation extends to those costs and expenses assessed on a full indemnity basis

- Time of payment by the Client shall be of the essence

1.4 Termination provisions

- Without affecting any other right or remedy available, Freshfield may terminate Retainer Work Agreements by giving not less than 90 days' written notice of termination to the Client
- Without affecting any other right or remedy available Freshfield may terminate a Project Agreement at any time by giving written notice of termination to the Client
- The Client may terminate a **Retainer Work Agreement** by giving not less than 90 days' written notice of termination to Freshfield
- The Client may terminate a **Project Work Agreement** at any time with immediate effect by giving written notice on the understanding that any work carried out up to that point will be liable for payment in full
- Without affecting any other right or remedy available to it, Freshfield may terminate an Agreement with immediate effect by giving written notice to the Client party if:
 - the Client commits a material breach of any term of the Agreement and (if such breach is remedial) fails to remedy that breach within 7 days of the Client being notified in writing to do so;
 - the Client takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - the Client suspends, or threatens to suspend, or ceases or threatens to cease to carry on or a substantial part of its business; or
 - the Client's financial position deteriorates to such an extent that in Freshfield's opinion the Client's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy
- Without affecting any other right or remedy available to it, Freshfield may terminate the Agreement with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the Agreement on the due date for payment
- Without affecting any other right or remedy available to it, Freshfield may suspend the supply of services (including but not limited to any website hosting) under the Agreement or any other contract between the Client and Freshfield if the Client fails to pay any amount due under the Agreement on the due date for payment, the Client becomes subject to any events listed above in this clause 1.4, or Freshfield reasonably believes that the Client is about to become subject to any of them
- In the event of termination of this Agreement, for whatever reason, the Client will be responsible for all fees due to Freshfield including costs, expenses and disbursements incurred by Freshfield on behalf of the Client up to and including any notice period
- On full settlement of the Client financial account, Freshfield will co-operate so far as practicable in enabling the Client to take over any contract and arrangement with third parties, and will transfer to the Client any unused materials purchased on behalf of the Client
- The parties will agree to any additional compensation payable to Freshfield in the event that detailed creative or other work for a future programme or project prepared by Freshfield at the request of the Client during the period of this Agreement are subsequently implemented in whole or in part by the Client or his agent



1.5 Disbursements

- Freshfield shall be entitled to charge the Client for any costs or expenses incurred by any third parties whom Freshfield engages in connection with the services carried out under the Agreement and for the cost of any materials
- Items supplied by third parties, including but not limited to photography, printing and event costs which are necessary to operate the programme effectively, with costs incurred by Freshfield, will be recharged to the Client
- The Client will be pre-advised of any such 'out of pocket' expenses. Other client disbursements may include (but will not be limited to) printing and production costs, such as banners
- Should a dispute arise with goods supplied via a third party for which Freshfield has already made payment, reimbursement to Freshfield of outlaid costs will still be required in full, from the Client

1.6 Client's obligations

- It is the Client's responsibility to ensure that:
 - The terms of the Order Confirmation are complete and accurate;
 - The Client co-operates with Freshfield in all matters relating to the Agreement;
 - The Client provides Freshfield with such information and materials Freshfield may reasonably require in order to carry out the Agreement, and ensure that such information is complete and accurate in all material respects;
 - The Client obtains and maintain all necessary licenses, permissions and consents which may be required for the work carried out under this Agreement before the date on which the services are to be supplied;
 - The Client complies with all applicable laws, including health and safety laws;
 - The Client keep all of Freshfield's materials, equipment, documents and other property (**FF Materials**) at the Client's premises in safe custody at its own risk, maintain FF Materials in good condition until returned to Freshfield, and not dispose of or use FF Materials other than in accordance with Freshfield's written instructions or authorisation;
- If Freshfield's ability to perform under the Agreement is prevented or delayed by any failure by the Client to fulfil any obligation listed above in this clause 1.6 (Client Default):
 - Freshfield will be entitled to suspend performance of the service until the client remedies the Client Default, and to rely on the Client Default to relieve Freshfield from the performance of the services, in each case to the extent Client Default prevents or delays performance of the services. In certain circumstances the Client Default may entitle Freshfield to terminate the contract under the termination provisions contained in the Agreement; (see 1.4)
 - Freshfield will not be responsible for any costs or losses the Client sustains or incurs arising directly or indirectly from Freshfield's failure or delay to perform the services; and
- It will be the Client's responsibility to reimburse Freshfield on written demand for any costs or losses Freshfield sustains or incurs arising directly or indirectly from the Client Default

1.7 Change of scope

- Any changes to the 'Scope of Work' must be sent to Freshfield by the Client in writing by e-mail or postal mail. Freshfield will assess the amendments required and discuss with the client an amended Scope of Work
- Freshfield reserves the right to charge for any Additional Work and will provide the Client with an additional quotation as part of the amended Scope of Work. Freshfield also reserves the right to request payment for amendments to the original Scope of Work before continuing work
- The Client will be required to agree the amended Scope of Work in writing by email or postal mail before work on the amendments can commence



1.8 Print colour tolerances

- In spite of the most modern printing machines, there may be slight colour deviations across materials. The print result is dependent on many factors, including the character of the paper of individual manufacturers, e.g., the degree of whiteness; the grain direction; and/or whether it is gloss or matt; climatic conditions at the printing site, such as temperature and air humidity. Should colour deviations within the tolerance range arise (+/- 10%) for reasons of this sort, then this will not constitute a reason for complaint
- Colour deviations may also happen for products using, i.e., UV, Spot UV, and any kind of lamination, sealer or media. The CMYK colour model, referred to as process colour or four colour, is a subtractive colour model, used in colour printing, also used to describe the printing process itself. CMYK refers to the four inks used in most colour printing: cyan, magenta, yellow, and key black. Though it varies by print house, press operator, press manufacturer and press run, ink is typically applied in the order of the abbreviation. We cannot give guarantee of 100% colour matching to your product (include re-print) at all

1.9 Approval processes, proofs and errors

- Throughout the duration of the project, Freshfield accepts legal confirmation, acceptance and approval of key stages through emails received from the Client. This process hereafter is referred to as **"Approval"**. Approval emails must be made on an official Client email address. Freshfield cannot accept third party email Approvals from Hotmail, Google or Yahoo email addresses
- Extra charges may be applied for major corrections, amendments, alterations in style or content and for corrected proofs. On request, proofs are available for Clients' approval. No responsibility or liability will be accepted by Freshfield for:
 - (i) any errors after the proofs have been approved by the Client; or
 - (ii) for any material for which the Client has given instructions that allow for artists' license; or
 - (iii) any errors in spelling or grammar made by the Client from copy or text supplied to Freshfield's designers where proofs have been submitted to the customer
- Proofs are not colour calibrated and no responsibility will be accepted for deviations in colour from the proof supplied. Any complaints about services provided or work supplied deemed by the Client to be the fault of Freshfield should be submitted in writing within seven days of receipt of the services / work supplied. After this date all goods and/or services will be deemed to be acceptable for use. Any usage of the goods supplied will be deemed as acceptance of the goods
- The Client must send Approval to Freshfield via email before a print-related project is sent to the printers. Client amends to a print-based job following Approval will incur additional charges to the ones set out in the Agreement. Freshfield will confirm additional costs to the Client

1.10 Copyrights, trademarks and ownership

- By supplying text, images and other data to Freshfield for inclusion in the Client's website or other medium, the Client declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the Client, or rightful copyright or trademark owner
- By supplying images, text, or any other data to Freshfield, the Client grants Freshfield permission to use this material freely in the pursuit of the design
- Should Freshfield, or the Client supply an image, text, audio clip or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty-free, which subsequently emerges to have such copyright or royalty usage limitations, the Client will agree to allow Freshfield to remove and/or replace the file on the site
- The Client agrees to fully indemnify and hold Freshfield free from harm in any and all claims resulting from the Client in not having obtained all the required copyright, and/or any other necessary permissions. Any stock photography supplied by Freshfield is for the sole use in this individual project only. Supplied artwork and any other property supplied to Freshfield by or on behalf of a Client will be held and worked upon at the Client's own risk. Any additional work (including but not limited to adding bleeds, relaying artwork, typesetting or downloading fonts, separation etc.) is charged at an agreed rate
- The Client agrees to allow Freshfield to place a small Freshfield credit on printed material and/or on websites with a hyperlink to Freshfield's website. Freshfield may also include any work done for the Client within their portfolio of work and on their website



- The Client shall have full copyright to any commissioned work once payment has been received in full, however, Freshfield retains the right to display the item/s in any online or offline portfolios, and for the purpose of marketing or advertising Freshfield's services on or offline. Copyright is retained by Freshfield on all design work including words, pictures, ideas, visuals and illustrations unless the Client has paid all costs relating to projects which have been undertaken by Freshfield

1.11 Licenses

- Prior to carrying out any Retainer Work and/or Project Work, Freshfield may require that the Client obtains its own licence in order to purchase or use any Stock Assets directly from a Third-Party Provider. Where the Client does not obtain its own licence, Freshfield may not commence any work until such licence has been obtained, and the Client shall indemnify Freshfield against all liabilities, costs, expenses, damages and losses (including any direct, indirect, or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Freshfield as a result of the Client failing to obtain the appropriate licence(s)
- Freshfield's main provider of Stock Assets is Adobe Stock. You can view their licence terms [here](#), or, if you would like to view their additional licence terms, please click [here](#)

1.12 Timescales

- Any indication given by Freshfield of a project's duration is to be considered by the Client to be an estimation (and time shall not be of the essence). Freshfield cannot be held responsible for any project over-runs, whatever the cause

1.13 Concepts

- All conceptual work undertaken whether experimentally or otherwise at the Client's request will be charged at an agreed rate

1.14 Web design and development

- The Scope of Work on any website design project will be set out in the Order Confirmation – which must be signed by the client prior to commencement of work
- The website design may be used on one domain name only. The Client is not permitted to use a design for more than one website without prior written agreement from Freshfield
- Freshfield cannot guarantee correct functionality with all browser software across all different operating systems. However, Freshfield shall endeavour to ensure all websites function with Internet Explorer, Mozilla Firefox and Google Chrome latest releases
- The Client agrees that all websites will be hosted by Freshfield unless otherwise agreed
- Freshfield may from time to time recommend to the Client that updates are needed to their website to comply with, but not be limited to, the following: new legislation, software releases and web standards. Freshfield reserves the right to charge for these updates as Additional Work
- Freshfield does not warrant that the use of any website related projects will be uninterrupted or error-free
- The Client agrees that no liability will be attributable to Freshfield in the event of website downtime or the inability to operate the web pages or website



1.15 Hosting, maintenance and support

- In terms of any website hosted, maintained and supported by Freshfield:
 - The Client agrees that Freshfield is not liable for any bugs, performance issues or failure of their code
 - The Client agrees that no liability will be attributable to Freshfield in the event of website downtime or the inability to operate the web pages or website
 - The Client agrees that Freshfield or its agents will not be liable if they fail to register such domain names as requested by the Client. Freshfield and its agents will use their reasonable endeavours to ensure such registration
 - Freshfield will quote for any work involved in changing the website design or website code in order for it to work with updated browser software, domain name or hosting changes
 - A hosting invoice will be raised for each website on commencement of the hosting. Hosting invoices will then be raised on a monthly or annual basis – confirmed in the Order Confirmation
 - Freshfield's hosting service does not include the provision, support or technical advice relating to e-mail accounts

1.16 Search marketing

- No warranty is provided by Freshfield in relation to the performance of third parties engaged to perform any services pursuant to the Agreement and Freshfield shall not be liable for any failure, action, omission or error on the part of a third-party provider
- The Client agrees that Freshfield is unable to guarantee that the Client's website will achieve a favourable position, or any position, within a particular search engine and as such, shall not be liable for failure to achieve a particular position
- The Client agrees that Freshfield shall not be liable for any website URLs dropped or excluded by a search engine for any reason
- The Client agrees that Freshfield do not warrant or represent that search engine results reported will be correct accurate, timely, reliable or otherwise due to their reliability on third party software

1.17 Delivery and storage

- Goods will be delivered by the most economical means by a carrier of Freshfield's choice. Should the Client specify another means i.e., "overnight AM" there shall be an additional charge. Any damages caused in transit are the sole responsibility of the carrier and shall be governed by their terms and conditions
- If for any reason the Client is unable to accept delivery or collect the goods at the time when the goods are ready Freshfield shall be under no obligation to store the same. Freshfield may, however, at its discretion and if its storage facilities permit, store the goods but at the Client's risk and the Client shall be liable to Freshfield for the reasonable cost (including insurance) of it so doing

1.18 Data protection and confidentiality

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b. Preamble

- i. In this clause, references to "Personal Data", "Data Controller", "Data Processor" and "Data Subject" shall have the meanings ascribed to them in the Data Protection Act 2018 and the United Kingdom General Data Protection Regulation (UK GDPR). Also, see Freshfield's full [Privacy Policy](#) and [Cookie Policy](#)
- ii. To the extent that Freshfield is required to process any Personal Data belonging to the Client, the Client shall be the Data Controller of that Personal Data and Freshfield shall be the Data Processor
- iii. Each party warrants to the other that it will process the Personal Data in compliance with the Data Protection Act 2018, the UK GDPR and all other applicable laws, enactments, regulations, orders, standards and other similar instruments
- iv. Each party agrees to indemnify and keep indemnified the other party against all costs, claims, damages or expenses incurred by the other party or for which the other party may become liable due to any failure by the first party or its employees or agents to comply with any of its obligations under this clause 1.18.

c. The rights and obligations of the data controller

- i. The data controller is responsible for ensuring that the processing of personal data takes place in compliance with the UK GDPR (see Article 24 UK GDPR), the applicable Data Protection Act 2018 data protection provisions and the Clauses
- ii. The data controller has the right and obligation to make decisions about the purposes and means of the processing of personal data
- iii. The data controller shall be responsible, among other, for ensuring that the processing of personal data, which the data processor is instructed to perform, has a legal basis

d. The data processor acts according to instructions

- i. The data processor shall process personal data only on documented instructions from the data controller, unless required to do so by law. Subsequent instructions can also be given by the data controller throughout the duration of the processing of personal data, but such instructions shall always be documented and kept in writing, including electronically, in connection with the Clauses
- ii. The data processor shall immediately inform the data controller if instructions given by the data controller, in the opinion of the data processor, contravene the UK GDPR or the Data Protection Act 2018 data protection provisions

e. Confidentiality

- i. The data processor shall only grant access to the personal data being processed on behalf of the data controller to persons under the data processor's authority who have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and only on a need-to-know basis. The list of persons to whom access has been granted shall be kept under periodic review. On the basis of this review, such access to personal data can be withdrawn, if access is no longer necessary, and personal data shall consequently not be accessible anymore to those persons
- ii. The data processor shall at the request of the data controller demonstrate that the concerned persons under the data processor's authority are subject to the abovementioned confidentiality
- iii. The Client is responsible for keeping any passwords, usernames or other related information that may be assigned on registration confidential. The Client is fully responsible for all action and activities that take place under the Client account
- iv. If the Client suspects that confidentiality has been compromised, the Client must contact Freshfield immediately at 01772 888 400 / hello@freshfield.com



f. Security of processing

- i. Article 32 UK GDPR stipulates that, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons, the data controller and data processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk

The data controller shall evaluate the risks to the rights and freedoms of natural persons inherent in the processing and implement measures to mitigate those risks. Depending on their relevance, the measures may include the following:

- a. Pseudonymisation and encryption of personal data;
 - b. the ability to ensure 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;
 - d. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- ii. In accordance with Article 32 UK GDPR, the data processor shall also – independently from the data controller – evaluate the risks to the rights and freedoms of natural persons inherent in the processing and implement measures to mitigate those risks. To this effect, the data controller shall provide the data processor with all information necessary to identify and evaluate such risks
- iii. Furthermore, the data processor shall assist the data controller in ensuring compliance with the data controller’s obligations pursuant to Articles 32 UK GDPR, by inter alia providing the data controller with information concerning the technical and organisational measures already implemented by the data processor pursuant to Article 32 UK GDPR along with all other information necessary for the data controller to comply with the data controller’s obligation under Article 32 UK GDPR

If subsequently – in the assessment of the data controller – mitigation of the identified risks requires further measures to be implemented by the data processor, than those already implemented by the data processor pursuant to Article 32 UK GDPR, then the data processor shall cease all processing activity until such time as any such further measures specified by the data controller have been implemented by the data processor to the satisfaction and approval of the data controller

g. Use of sub-processors

- i. The data processor shall meet the requirements specified in Article 28(2) and (4) UK GDPR in order to engage another processor (a sub-processor)
- ii. The data processor shall therefore not engage another processor (sub-processor) for the fulfilment of the Clauses without the prior express written authorisation of the data controller
- iii. Where the data controller authorises the data processor to engage a sub-processor for carrying out specific processing activities on behalf of the data controller, the same data protection obligations as set out in the Clauses shall be imposed on that sub-processor by way of a contract or other legal instrument under UK law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Clauses and the UK GDPR

The data processor shall therefore be responsible for requiring that the sub-processor at least complies with the obligations to which the data processor is subject pursuant to the Clauses and the UK GDPR

- iv. A copy of such a sub-processor agreement and subsequent amendments shall – at the data controller’s request – be submitted to the data controller, thereby giving the data controller the opportunity to ensure that the same data protection obligations as set out in the Clauses are imposed on the sub-processor. Clauses on business related issues that do not affect the legal data protection content of the sub-processor agreement, shall not require submission to the data controller
- v. The data processor shall agree a third-party beneficiary clause with the sub-processor where – in the event of bankruptcy of the data processor – the data controller shall be a third-party beneficiary to the sub-processor agreement and shall have the right to enforce the agreement against the sub-processor engaged by the data processor, e.g. enabling the data controller to instruct the sub-processor to delete or return the personal data



- vi. If the sub-processor does not fulfil his data protection obligations, the data processor shall remain fully liable to the data controller as regards the fulfilment of the obligations of the sub-processor. This does not affect the rights of the data subjects under the UK GDPR – in particular, those foreseen in Articles 79 and 82 UK GDPR – against the data controller and the data processor, including the sub-processor

h. Transfer of data to third countries or international organisations

- i. Any transfer or export of personal data to third countries or international organisations by the data processor shall only occur on the basis of documented instructions from the data controller and shall always take place in compliance with Chapter V UK GDPR
- ii. Where transfers to third countries or international organisations, which the data processor has not been instructed to perform by the data controller, are required under UK law to which the data processor is subject, the data processor shall inform the data controller of that legal requirement prior to processing unless that law prohibits such information on important grounds of public interest
- iii. Without documented instructions from the data controller, the data processor therefore cannot within the framework of the Clauses:
 - a. transfer or export personal data to a data controller or a data processor in a third country or to an international organisation
 - b. transfer the processing of personal data to a sub-processor in a third country
 - c. have the personal data processed by the data processor in a third country
- iv. The Clauses shall not be confused with standard data protection clauses within the meaning of Article 46(2)(c) and (d) UK GDPR, and the Clauses cannot be relied upon by the parties as a transfer tool under Chapter V UK GDPR

i. Assistance to the data controller

- i. Taking into account the nature of the processing, the data processor shall assist the data controller by appropriate technical and organisational measures, insofar as this is possible, in the fulfilment of the data controller's obligations to respond to requests for exercising the data subject's rights laid down in Chapter III UK GDPR

This entails that the data processor shall, insofar as this is possible, assist the data controller in the data controller's compliance with:

- a. the right to be informed when collecting personal data from the data subject
 - b. the right to be informed when personal data have not been obtained from the data subject
 - c. the right of access by the data subject
 - d. the right to rectification
 - e. the right to erasure ('the right to be forgotten')
 - f. the right to restriction of processing
 - g. notification obligation regarding rectification or erasure of personal data or restriction of processing
 - h. the right to data portability
 - i. the right to object
 - j. the right not to be subject to a decision based solely on automated processing, including profiling
- ii. Pursuant to Article 28 (3) (f) the data processor shall assist the controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 taking into account the nature of processing and the information available to the processor
 - iii. In addition to the data processor's obligation to assist the data controller pursuant to Clause f.iii., the data processor shall furthermore, taking into account the nature of the processing and the information available to the data processor, assist the data controller in ensuring compliance with:
 - a. The data controller's obligation to without undue delay and, where feasible, not later than 72 hours after having become aware of it, notify the personal data breach to the competent supervisory authority, ICO, unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons;
 - b. the data controller's obligation to without undue delay communicate the personal data breach to the data subject, when the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons;



- c. the data controller's obligation to carry out an assessment of the impact of the envisaged processing operations on the protection of personal data (a data protection impact assessment);
- d. the data controller's obligation to consult the competent supervisory authority, ICO, prior to processing where a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the data controller to mitigate the risk.

j. Notification of personal data breach

- i. In case of any personal data breach the data processor shall, without undue delay after having become aware of it, notify the data controller of the personal data breach
- ii. The data processor's notification to the data controller shall, if possible, take place within 24 hours after the data processor has become aware of the personal data breach to enable the data controller to comply with the data controller's obligation to notify the personal data breach to the competent supervisory authority, cf. Article 33 UK GDPR
- iii. In accordance with Clause i (ii)(a), the data processor shall assist the data controller in notifying the personal data breach to the competent supervisory authority, meaning that the data processor is required to assist in obtaining the information listed below which, pursuant to Article 33(3) UK GDPR, shall be stated in the data controller's notification to the competent supervisory authority:
 - a. The nature of the personal data including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
 - b. the likely consequences of the personal data breach;
 - c. the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

k. Erasure and return of data

- i. On termination of the provision of personal data processing services, the data processor shall be under obligation to delete all personal data processed on behalf of the data controller and certify to the data controller that it has done so unless UK law requires storage of the personal data

l. Audit and inspection

- i. The data processor shall make available to the data controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 and the Clauses and allow for and contribute to audits, including inspections, conducted by the data controller or another auditor mandated by the data controller
- ii. The data processor shall be required to provide the supervisory authorities, which pursuant to applicable legislation have access to the data controller's and data processor's facilities, or representatives acting on behalf of such supervisory authorities, with access to the data processor's physical facilities on presentation of appropriate identification

m. The parties' agreement on other terms

- i. The parties may agree other clauses concerning the provision of the personal data processing service, as long as they do not contradict directly or indirectly the Clauses or those clauses in force and under UK GDPR and data protection law, or prejudice the fundamental rights and freedoms of data subjects and the protection afforded to data subjects by the UK GDPR and under data protection law

n. Commencement and termination

- i. The Clauses shall become effective on the date the Order Confirmation is signed
- ii. Both parties shall be entitled to require that the Clauses be renegotiated if changes to the law or inexpediency of the Clauses should give rise to such renegotiation
- iii. The Clauses shall apply for the duration of the provision of personal data processing services. For the duration of the provision of personal data processing services, the Clauses cannot be terminated unless other Clauses governing the provision of personal data processing services have been agreed between the parties
- iv. If the provision of personal data processing services is terminated, and the personal data is deleted or returned to the data controller pursuant to Clause k.i., the Clauses may be terminated by written notice by either party

o. Data controller and data processor contacts/contact points



- i. The parties may contact each other using the following contacts/contact points:
- ii. The parties shall be under obligation continuously to inform each other of changes to contacts/contact points.

Name: David Adams
Position: Chief Operating Officer
Telephone: 01772 888 400
E-mail: david@freshfield.com

Name:
Position:
Telephone:
Email:

1.19 Legal liability

- The Client shall indemnify and keep indemnified Freshfield from, and against, any and all proceedings, claims, damages, losses, expenses or liabilities which Freshfield may incur, or sustain, as a direct or indirect result of work pursuant to the Agreement
- Freshfield shall not be liable to the Client whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, indirect or consequential loss or economic loss, arising under or in connection with the Agreement; and
- Freshfield's total liability to the Client in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall, in the case of Project Work, not exceed the price of the provision of the services, and in the case of Retainer Work, the price of three months' retainer fee
- Nothing in this clause shall limit or exclude Freshfield's liability for death or personal injury caused by negligence, fraud, or any matter in respect of which it would be unlawful for Freshfield to exclude or restrict liability

1.20 Force majeure

- Freshfield shall make every effort to carry out the Client's instruction and the resulting contract but shall be under no liability if unable to carry out any provision of the Agreement for any reason beyond Freshfield's control (without limiting the foregoing) including inability to secure labour, materials or supplies, breakdown of machinery or malfunctions, fault or omission of any third parties or as a result of any Act of God, war, labour dispute, fire, flood, legislation or failure of power supply

1.21 Law and jurisdiction

- These conditions and all other terms of the Agreement shall be governed and construed in accordance with the laws of England and the English courts shall have exclusive jurisdiction in relation thereto. Acceptance of the terms herein and all other terms of the Agreement is a necessary condition of any work entered into with Freshfield and is not subject to approval or examination

1.22 General points

- All work carried out by Freshfield is on the understanding that the Client has agreed to the Terms and Conditions set out. Copyright is retained by Freshfield on all design work including words, pictures, ideas, visuals and illustrations unless the Client has paid all costs relating to projects which have been undertaken by Freshfield. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement

1.23 Terms and conditions of sale:

- The Client are judged to have read and understood these Terms and Conditions. It is a condition of placing an Order Confirmation that the Client is bound by these Terms and Conditions. Freshfield will not be bound by any conditions imposed by the Client unless agreed in writing and signed by both parties



1.23 Correspondence and complaints

- All complaints should be addressed to:

Simon Turner, Chief Executive
Freshfield
Derby House
12 Winckley Square
Preston
Lancashire PR1 3JJ

01772 888 400
simon@freshfield.com