



### **Cheviot Trustees Limited (the Trustee)**

### **Terms and Conditions for the release of Personal Data to participating employers (You) of the With Profits Section of the Cheviot Trust (the Section)**

These Terms and Conditions reflect the obligations imposed on the Trustee by the Data Protection Act 2018, and the General Data Protection Regulation ((EU) 2016/679) as retained in the United Kingdom (the Data Protection Laws).

We, the Trustee, hold information as Data Controllers. The Trustee is satisfied that disclosure of the Shared Personal Data is in the legitimate interests of the Trustee as the trustee of the Section and Yourself. You and the Trustee are satisfied that the Trustee's sharing of the Shared Personal Data and Your receipt of it is in line with our obligations as independent Data Controllers as we are not joint Data Controllers in respect of the Shared Personal Data.

"Shared Personal Data" for the purpose of these Terms and Conditions means any data provided by the Trustee under these Terms and Conditions for the purposes of understanding your obligations to the Section.

We understand that you require the Shared Personal Data in your role as participating employer and/or to establish your role as a participating employer and for the purpose of understanding your obligations to the Section, which we consider to be a legitimate interest for the purpose of the Data Protection Laws.

#### **Restrictions on Dealing with Personal Data**

In consideration for the Trustee providing the Shared Personal Data to You, You agree that:

- Shared Personal Data will be held securely;
- Shared Personal Data will be held in accordance with all applicable provisions of the Data Protection Laws in your role as an independent Data Controller and that we are not Joint Data Controllers in respect of it;
- You will implement appropriate technical and organisational measures as required to meet Your obligations under the Data Protection Laws;
- You will only use the Shared Personal Data for the purposes of understanding Your obligations to the Trustee and the Section;
- Your staff are properly trained and are aware of their responsibilities for any Shared Personal Data they have access to;
- Shared Personal Data will be destroyed as soon as it is no longer required for the purposes mentioned above in so far as technologically possible and subject to You retaining copies of documentation for your legal, audit, regulatory and insurance requirements. You will promptly confirm to us in writing when this has been done;
- Shared Personal Data will not be used to contact members without the prior written agreement of the Trustee;



- You will not contact former or current beneficiaries of the Section regarding the Shared Personal Data or these Terms and Conditions;
- Shared Personal Data will not be used for the purposes of an enhanced transfer exercise (where additional requirements imposed by the Pensions Regulator would apply); and
- Shared Personal Data will not be disclosed to any third party, except to any adviser appointed to advise you on your liabilities relating to the Section and who you ensure will comply with these terms as if they apply directly to them.

Subject to your compliance with these conditions we consider it reasonable under the circumstances to disclose the Shared Personal Data to you.

**Breach of the restrictions on the use of Shared Personal Data**

You will notify us as soon as reasonably practicable and without undue delay upon the occurrence of any breach of these restrictions and any personal data breach (as defined under the Data Protection Laws).

You will provide all reasonable assistance the Trustee may require to investigate any breach of the restrictions, mitigate the impact on the Trustee and former or current Section beneficiaries, and in the case of a personal data breach cooperate and correspond with the Information Commissioner and/or the Pensions Regulator.

Each party is liable for its own breach of these Terms and Conditions. To the extent that You fail to comply with Your obligations as a Data Controller under the Data Protection Laws and such failure causes a direct loss to the Trustee, You will be responsible for that loss.

You agree to indemnify the Trustee against all costs, claims, losses, liabilities, damages and reasonably incurred expenses (including legal expenses) directly arising out of any misuse of the Shared Personal Data under these Terms and Conditions as set out in the 7<sup>th</sup> to 10<sup>th</sup> bullet points noted above in restrictions on the use of the Shared Personal Data.

These Terms and Conditions do not create any right or benefit enforceable by any person not a party to it (within the meaning of the Contracts (Rights of Third Parties) Act 1999).

No party may assign, sub-contract or encumber any right or obligation under these Terms and Conditions, in whole or in part, without the other party’s prior written consent.

All matters arising out of or relating to these Terms and Conditions shall be governed by the laws of England and Wales.

By signing this I understand and agree to the above Terms and Conditions.

Signed.....Date.....

Print Name.....Position.....

Duly authorised for and on behalf of:.....