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# Data Processing Agreement

Version 7 - August 2025

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This Data Processing Agreement ("Agreement") is made and entered into by and between:

- **The Data Processor:** Scouts EMS, who operate an online web-based event management platform and process personal data on behalf of the Data Controller.
- **The Data Controller:** An event organiser who chooses to use the Scouts EMS platform, acting as the data controller under UK GDPR.

## 1. Purpose and Scope

The Processor shall process personal data on behalf of the Controller solely for the purposes of providing event management services, including but not limited to event registration, bookings, personal information and photographs, payments and financial information, attendance and communications.

## 2. Personal Data Processed

- Names, email addresses, contact details and organisational membership information
- Medical, medication, dietary and allergy details, and food and drink preferences
- Photographs (for visual identification purposes)
- Relation name and contact information
- Booking and purchase details, payment information and transaction detail and history
- Proposed attendance and physical attendance (through tracking technologies)
- IP addresses, device types and estimated locations of devices
- Any other event-related data provided by the Controller

## 3. Data Subject Rights

The Processor shall assist the Controller in responding to requests from data subjects, including requests for access, rectification, erasure, restriction, or portability of their data.

## 4. Security Measures

The Processor agrees to implement appropriate technical and organisational measures to ensure data security, including:

- Encryption of personal data where applicable
- Access controls and authentication measures
- Regular security audits and compliance checks

## 5. Sub-processors

The Processor may engage sub-processors (e.g., cloud infrastructure providers, payment gateways) but shall:

- Notify the Controller of any new sub-processors.
- Ensure sub-processors comply with the same data protection obligations.

## 6. Data Retention and Deletion

The Processor shall retain personal data only for as long as necessary for the agreed purposes. Six months following the end of an event (or at the Controller's request), the Processor and Controller will agree a date when data shall be securely deleted - unless retention is required by law. Aside, users of the platform are able to give permission for some of their non-event specific personal data to be retained by the Processor for the benefit of the user in the future, at which point Scouts EMS will become the owner of this data.

## 7. International Data Transfers

The Processor shall ensure that all personal data remains within the UK unless the Controller provides explicit consent for international transfers, in which case appropriate safeguards shall be implemented.

## 8. Confidentiality

The Processor ensures that all employees and sub-processors involved in processing activities are bound by confidentiality agreements.

## 9. Data Breach Notification

In the event of a data breach, the Processor shall notify the Controller without undue delay and provide all necessary details to support compliance with legal reporting obligations. Whilst the platform has high-level security measures in place to guarantee security wherever possible, the Processor cannot be held liable where the disclosure, loss or unauthorised use of Event Organiser (administrator) login credentials leads to a data breach. Where data is exported by the Controller, the Controller is immediately responsible for its protection.

## 10. Liability and Indemnity

Each party shall be liable for its respective compliance with UK GDPR. The Processor shall not be liable for any compliance failures resulting from the Controller's instructions unless such instructions violate applicable laws.

## 11. Audit Rights

The Controller has the right to audit the Processor's data processing activities to ensure compliance with this Agreement, subject to reasonable notice and limitations to protect the Processor's operational security.

## 12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

## 13. Term and Termination

This Agreement shall remain in effect for the duration of the services provided by the Processor. Upon termination, the Processor shall delete or return all personal data as instructed by the Controller.