

Data Protection Policy

Barbourne Brook Limited — Consultancy Services

Version 1.0 (new) | Updated: 17 August 2026

This policy is referenced from clause 18.2 of the Terms & Conditions of Business for the Supply of Consultancy Services.

1. Overview and status of this policy

This Data Protection Policy is incorporated into, and forms part of, the Terms & Conditions of Business for the Supply of Consultancy Services ("Conditions") between Barbourne Brook Limited ("Consultant", "we", "us") and the Company, in accordance with clause 18.2 of the Conditions. It sets out how we process personal data in connection with the Services, and defines Data Protection Losses, a term used in clause 15.1.5 of the Conditions.

Capitalised terms used in this policy that are not defined here have the meanings given to them in the Conditions.

2. Definitions

Data Protection Legislation has the meaning given in the Conditions.

Personal Data, Data Subject, Controller, Processor and Personal Data Breach: have the meanings given in the UK GDPR.

Data Protection Losses: all liabilities, fines, sanctions, interest, penalties, losses, damages, settlements, costs, charges, and legal and other professional fees and expenses of any nature, awarded against, agreed to be paid by, or incurred by a party (whether following a claim by a Data Subject, an investigation or enforcement action by the ICO, or a claim by any other third party), in each case arising out of or in connection with a breach of the Data Protection Legislation, save that Data Protection Losses shall not include any losses excluded under clause 16 (Limitation of liability) of the Conditions.

3. Roles of the parties

3.1 In performing the Services, including any Reclaim Services, the Consultant may process personal data contained within HMRC reports and other data and materials supplied by the Company. Where this data includes Personal Data, the Company is the Controller and the Consultant is the Processor, and the Consultant processes such Personal Data only for the purposes of performing the Services, in accordance with the Company's instructions as set out in the Contract.

3.2 Each party shall comply with its own obligations under the Data Protection Legislation applicable to it as Controller or Processor, as the case may be.

4. The Consultant's obligations as Processor

When acting as Processor, the Consultant shall:

- Process Personal Data only for the purposes of performing the Services and in accordance with the Company's instructions, unless required otherwise by law.
- Ensure that Consultant Personnel authorised to process Personal Data are subject to a duty of confidentiality.
- Implement appropriate technical and organisational measures to protect Personal Data, proportionate to the nature of the Services.

- Not engage a third party to process Personal Data on its behalf without the Company's consent, save for the Consultant's own Affiliates and professional advisers.
- Notify the Company without undue delay after becoming aware of a Personal Data Breach affecting Personal Data processed in connection with the Services.
- Assist the Company, so far as reasonably possible, in responding to requests from Data Subjects exercising their rights under the Data Protection Legislation.
- Delete or return Personal Data supplied by the Company on completion or termination of the Services, except to the extent the Consultant is required by law or professional obligation to retain it.

5. The Company's obligations

The Company warrants that it has the right to provide the Consultant with any Personal Data supplied in connection with the Services, including HMRC reports and other data described in clause 9 of the Conditions, and that it has complied with its own obligations as Controller, including notifying Data Subjects where required.

6. Security measures

We maintain technical and organisational measures appropriate to the nature of the Services, including access controls, staff confidentiality obligations, and secure storage and transmission of data. Further detail is available on request.

7. Retention and deletion

Personal Data supplied by the Company is retained for the duration of the Services and for such further period as is necessary to meet our own legal, accounting, tax and regulatory obligations, including in respect of any ongoing Reclaim Services or related HMRC correspondence. We securely delete or anonymise Personal Data once it is no longer required.

8. Personal data breach management

Where a Personal Data Breach affects Personal Data processed in connection with the Services, we will notify the Company without undue delay and provide such information as the Company reasonably requires to meet its own notification obligations to the ICO and affected Data Subjects.

9. International transfers

Where we transfer Personal Data outside the United Kingdom, we ensure appropriate safeguards are in place, such as an adequacy decision, Standard Contractual Clauses, or the UK International Data Transfer Addendum, in accordance with the Data Protection Legislation.

10. Review and contact

This policy is reviewed at least annually. Questions about this policy should be directed to Sarah O'Neill, Data Representative, sarah@barbournebrook.co.uk.