

## FL19 CIC THERAPIST SERVICE & CONFIDENTIALITY TERMS

**FL19 CIC**, a business operating the website at [www.frontline19.com](http://www.frontline19.com) (the 'Site') is a company incorporated under the laws of England and Wales with registered number 13038853 whose registered office is at 6 Summerhill Road, Dartford, Kent, England, DA12 2LP ('**FL19 CIC**') and has created these terms ('**Terms**') to govern its relationship with the person who uses the Site to offer their therapeutic services to a frontline NHS COVID-19 worker who they are matched up with ('**Volunteer**', '**Supported Person**' or '**Frontline19 Member**').

Wherever the term "Frontline19" is used in this document, the reference is to FL19 CIC and for the purposes of this document, the two are interchangeable.

These Terms incorporate by reference the Data Sharing Terms set out at Schedule 1. We also process your Personal Data in accordance with the **Frontline19 Privacy Statement** found on our Site which is also incorporated into these Terms by reference.

We wholeheartedly appreciate your support for the good of our NHS COVID-19 frontline workers and therefore our community at large as we navigate our way through COVID-19 pandemic.

The Terms outline what each party may reasonably expect from your volunteering role. We appreciate you volunteering via the Frontline19 platform and we are committed to providing you with a supportive environment. Despite the current tumultuous circumstances, we hope that you will find your volunteer experience rewarding.

### OUR MISSION

Here at Frontline19, we aim to facilitate the provision of therapeutic support services to our frontline NHS COVID-19 workers ('Supported Person(s)') by therapists, counsellors & psychologists ('Volunteer(s)' or 'Frontline Therapist(s)').

You need to be a qualified professional who is comfortable with holding space in your schedule for others to process painful, challenging or traumatic experiences. You are able to be flexible with appointment times to allow shift workers to connect when they are able, while setting and maintaining your own boundaries with the client. You are able to run sessions on Skype, Zoom, FaceTime or telephone, and you may be also available for email check in. You need to ensure a positive and safe experience for the Supported Person with whom we match you at any one time. We will of course offer you some simple guidelines of how to proceed. As a member of the Frontline19 Volunteer Network and in your professional capacity as a therapist during the COVID-19 pandemic, you shall also be continuously subject to on-going WHO and government advice and guidance.

Successfully becoming part of the Frontline19 Volunteer Network is subject to us carrying out some due diligence to check that the information you provide to us around your qualifications, professional insurances and experience are truthful and up-to-date and that appropriate DBS checks have been completed.

The legal terms (including privacy statement) on our website at [www.frontline19.com](http://www.frontline19.com) apply between us and any Supported Worker and between us and each Volunteer who joins the Frontline19 Volunteer Network along with the terms and conditions set out in this letter. You must have your own professional service terms in place to govern the provision of your professional services to the relevant Supported Worker just as you would be expected to have in any professional therapeutic relationship.

### 1. VOLUNTEER ROLE

Your role as Volunteer will be part of the **Frontline19 Volunteer Network** which involves you:

- (a) providing your professional services for free to frontline NHS COVID-19 workers via Skype, Zoom, FaceTime or telephone (and, from time to time, via e email check-ins);
- (b) providing your services by way of e.g. Counselling/Therapy, Meditation/Relaxation, Trauma Release Work, Breath work;
- (c) ensuring that you deal professionally, honestly and lawfully at all times in accordance with the highest standards expected of you in your industry in the United Kingdom; and,
- (d) ensuring that you put in place lawful service terms (with appropriate data protection provisions therein) with each assigned Supported Person. **You acknowledge that we are not party to the agreement between you and your Supported Person/s and our Frontline19 services offer no advice, recommendations, endorsements or legal representation under any circumstances.**

Your role starts as soon as you are assigned your first Supported Person to work with via the Frontline19 platform. We hope that you will be able to volunteer with us for as long as is possible during the subsistence of the pandemic so that our frontline NHS COVID-19 workers can avail of your support for as long as possible but we understand that you may only be able to provide limited help and we are grateful for what help you can provide.

### 2. STANDARDS

We expect you to perform your role to the best of your ability and to follow our procedures and standards that may be issued to you (including government guidance that may be issued from time to time), including health and safety (generally and relating

specifically to COVID-19) and general safe-guarding You can expect us to deal with you in accordance with any such policies and government guidance (which is subject to change at short notice).

### **3. FRONTLINE19 SUPPORT**

For all queries about how We operate (including the use of the website at [www.frontline19.com](http://www.frontline19.com)), Your main point of contact during your volunteering is Emma Scarborough. You acknowledge that as a member of the Frontline19 Volunteer Network, the services you provide to a Supported Person are provided by you alone and we are not party to the provision of those services which you provide at sole own risk and choice. Our involvement is strictly limited to providing a matching service to enable you and the Supported Person to connect and work together in accordance with your own engagement service terms.

### **4. NON-CIRCUMVENTION/ NO CHARGING**

Where a Supported Person is matched with you, you agree that you will not charge the Supported Person for your services which are being provided during (or in the aftermath of) the COVID-19 pandemic.

In the event that you choose to ignore this restriction and you do start charging a Supported Person for sessions independent of us, we shall be entitled to charge you fifty percent (50%) of the unauthorised gross proceeds that you have collected from that Supported Person in respect of the sessions that have been delivered by you from the first paid-for session and such monies shall be spent solely on the support and maintenance of the Frontline19 website.

### **5. PAYMENT & EXPENSES & INSURANCE**

Your role will be unpaid and any expenses incurred by you in connection with your volunteering shall be borne by you. You will be adequately covered by your own insurance when you are undertaking voluntary work via the Frontline19 platform.

### **6. CONFIDENTIALITY & DATA PROTECTION**

In the course of providing your volunteering services, you may have access to confidential information relating to the health of Supported Person/s and others along with other sensitive/ special personal data. Confidential information for the purposes of these Terms is defined as "specific personal data (as defined in the Data Protection Act 2018 and the GDPR) and any other confidential data relating to the Supported Person(s)" in whatever form, whether tangible or intangible, and whether created, discussed, written, recorded, shared or disclosed before or after your acceptance of these Terms, which is now or at any time after your acceptance of these Terms, related to the affairs of Frontline19.

We expect you NOT to use or disclose this confidential information to any person either during your volunteering experience with us or at any time afterwards e.g. do not disclose to others the personal data that you receive from Frontline19 relating to the Supported Persons that you are helping to any other persons (whether they are Frontline Therapists or not) unless required to do so by law or with our prior written consent You are also required to keep the existence, nature, and content of these Terms confidential.

### **7. LEAVING**

We ask that you give us as much notice as possible if you want to stop volunteering with us. You are under no legal obligation to provide us with notice or to continue to volunteer with us for any defined period of time.

This Terms is not intended to be a legally binding contract between us but may be cancelled at any time at the discretion of either party. Neither of us intends any employment or worker relationship to be created by or throughout the duration of your volunteering.

### **8. LAW AND JURISDICTION**

These Terms are governed by English (& Welsh) law. Any dispute or claim arising out of, or in connection with, it will be governed by the laws of England and Wales. You and We both agree that the courts of England and Wales will have exclusive jurisdiction.

# SCHEDULE 1

of

## FL19 CIC THERAPIST SERVICE & CONFIDENTIALITY TERMS

### DATA SHARING TERMS

#### DEFINITIONS:

**In the Terms, the following definitions apply:**

**Affiliate:** any entity that directly or indirectly Controls, is Controlled by, or is under common Control with the Disclosing Party (or the Receiving Party as the case may be).

**Appropriate Technical and Organisational Measures:** as referred to at Clause 9 and set out in the Introductory Table.

**Commencement Date:** as set out in the Introductory Table.

**Control:** means direct or indirect ownership or control of more than 50% of the voting interests of a Party.

**Data Controller:** shall have the meaning set out in the DPL.

**Data Processor:** shall have the meaning set out in the DPL.

**Data Protection Manager OR, DPM:** as set out in the Introductory Table.

**Data Sharing Terms:** means these engagement terms in Schedule 1.

**Data Subject:** shall have the meaning set out in the DPL.

**Data Protection Legislation or DPL:** refers to, as applicable to either Party:

- (a) the [General Data Protection Regulation 27 April 2016](#);
- (b) the [Data Protection Act 2018](#);
- (c) the [Privacy and Electronic Communications \(EC Directive\) Regulations 2003](#);
- (d) any other applicable law relating to the Processing, privacy and/or use of Personal Data, as applicable to either Party;
- (e) any laws which implement any such laws; and,
- (f) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.

**DSAR:** refers to a Data Subject access request which is the right of access as further described in [Article 15](#) of the GDPR.

**Frontline Therapist:** refers to the independent experienced, fully qualified and insured psychotherapist, psychologist or counsellor who is matched with a Supported Person to provide therapeutic sessions to the Supported Person free of charge as a volunteer.

**GDPR:** refers to the [EU data protection regulation 2016/679](#)

**Introductory Table:** at the forefront of these Terms.

**Personal Data:** shall have the meaning set out in the DPL (and includes Special Category Personal Data).

**Receiving Party:** shall have the meaning set out in the DPL (who is also, for the purposes of these Terms, the Frontline Therapist).

**Restrictions:** as referred to in the Introductory Table and Clause 4.1.

**Shared Personal Data:** as set out in the Introductory Table.

**Special Category Personal Data:** shall have the meaning set out in the DPL.

**Stated Purposes:** as set out in the Introductory Table.

**Supervisory Data Protection Authority:** the ICO in the UK.

**Supported Person:** refers to the frontline NHS COVID19 worker seeking therapeutic support from a Frontline Therapist on a free of charge basis.

**Term:** as set out in the Introductory Table.

## INTRODUCTORY TABLE

<b>Disclosing Party</b>	The Disclosing Party transfers Shared Personal Data as it relates to the Stated Purposes. This is FL19 CIC.
<b>Receiving Party</b>	The Receiving Party receives Shared Personal Data as it relates to the Stated Purposes. This is You, the Frontline Therapist.
<b>Shared Personal Data</b>	<p>Categories of Data Subjects: The Shared Personal Data transferred includes the following categories of Data Subjects:</p> <ul style="list-style-type: none"> <li>Supported Persons (those registered frontline NHS COVID19 workers)</li> </ul> <p>Categories of Data: The Shared Personal Data transferred includes but is not limited to the following:</p> <ul style="list-style-type: none"> <li>Name, email and telephone of the Data Subject (depending on preferred initial mode of contact indicated) and the support needs and triage grading.</li> </ul>
<b>Stated Purposes</b>	<p>The reasons for sharing the Shared Personal Data are:</p> <p>To enable a Frontline Therapist (who shall be an independent experienced, fully qualified and insured psychotherapist, psychologist or counsellor who is matched with a Supported Person to communicate with that Supported Person to enable them to arrange for the provision of professional (and free of charge) therapeutic sessions.</p>
<b>Restrictions</b>	The Shared Personal Data can only be used for the Stated Purpose.
<b>Agreed Disposal Method</b>	To be discussed and agreed in writing from time to time as instructed by the Disclosing Party
<b>Technical and Organisational Data Protection Measures</b>	<p>These are the Technical and Organisational Data Protection Measures referred to in Clause 8:</p> <ol style="list-style-type: none"> <li>Each Party shall ensure that, in respect of all Shared Personal Data, it maintains security measures to a standard appropriate to: <ol style="list-style-type: none"> <li>the nature of the Shared Personal Data which is to be protected; and,</li> <li>the potential harm resulting from the unauthorised or unlawful processing of, the accidental loss or destruction of, or damage to, the Shared Personal Data.</li> </ol> </li> <li>In particular, each Party shall: <ol style="list-style-type: none"> <li>have in place, and comply with, a security policy which: <ul style="list-style-type: none"> <li>defines security needs based on a risk assessment;</li> <li>allocates responsibility for implementing the policy to a specific individual DPM or personnel;</li> <li>is provided to the other Party on or before the commencement of these Terms;</li> <li>is disseminated to all relevant representatives (and other staff, if applicable); and,</li> <li>provides a mechanism for feedback and review.</li> </ul> </li> </ol> </li> <li>ensure that appropriate security safeguards and virus protection are in place to protect the hardware and software which is used in processing the Shared Personal Data in accordance with best industry practice;</li> <li>prevent unauthorised access to the Shared Personal Data;</li> <li>protect the Shared Personal Data using pseudonymisation, where it is practical to do so;</li> <li>ensure that its storage of Shared Personal Data conforms with best industry practice such that the media on which Shared Personal Data is recorded (including paper records and records stored electronically) are stored in secure locations and access by personnel to Shared Personal Data is strictly monitored;</li> <li>have secure methods in place for the transfer of Shared Personal Data whether in physical form (for example, by using couriers rather than post) or electronic form (for example, by using encryption);</li> <li>password protect all computers and other devices on which Shared Personal Data is stored, ensuring that all passwords are secure e.g. upper and lower-case letters, special characters etc., and that passwords are not shared under any circumstances;</li> <li>not allow the storage of the Shared Personal Data on any mobile devices such as laptops or tablets unless such devices are kept on its premises at all times;</li> </ol>

	<ul style="list-style-type: none"> <li>xiii. take reasonable steps to ensure the reliability of personnel who have access to the Shared Personal Data;</li> <li>xiv. have in place methods for detecting and dealing with breaches of security (including loss, damage, or destruction of Shared Personal Data) including: <ul style="list-style-type: none"> <li>▶ the ability to identify which individuals have worked with specific Shared Personal Data;</li> <li>▶ having a proper procedure in place for investigating and remedying breaches of the Data Protection Legislation; and,</li> <li>▶ notifying the other Party as soon as any such security breach occurs.</li> </ul> </li> <li>xv. have a secure procedure for backing up all electronic Shared Personal Data and storing back-ups separately from originals;</li> <li>xvi. have a secure method of disposal of unwanted Shared Personal Data including for back-ups, disks, print-outs, and redundant equipment; and,</li> <li>xvii. adopt such organisational, operational, and technological processes and procedures as are required to comply with the requirements of ISO/IEC 27001:2013, as appropriate to the Stated Purposes and the nature of the Shared Personal Data.</li> </ul>
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## **1. DEFINITIONS**

- 1.1 The definitions to be read with these Data Sharing Terms are set out in full at Clause 17. References to the Receiving Party shall be deemed to include reference to the Individual and/ or a Substitute where and as applicable.

## **2. STATED PURPOSES**

- 2.1 These Terms establish the framework for the sharing of the Shared Personal Data between the Parties as Data Controllers.
- 2.2 The Parties have determined that the sharing of the Shared Personal Data is necessary to affect the Stated Purposes as set out in the Introductory Table. The Parties shall not process the Shared Personal Data for any purpose or in any way that is incompatible with the Stated Purposes.
- 2.3 The Shared Personal Data shall be disclosed by the Disclosing Party to the Receiving Party only to the extent reasonably necessary for the Stated Purposes.

## **3. DATA PROTECTION COMPLIANCE**

- 3.1 Each Party shall appoint a DPM and/or at least one other of its representatives as a point of contact for all issues relating to the sharing of the Shared Personal Data and the Data Protection Legislation (including, but not limited to, compliance, training, and the handling of Personal Data Breaches). The contact details for the Parties' appointed points of contact are as set out in the Introductory Table.
- 3.2 Both Parties shall at all times during the Term comply with their obligations as Data Controllers, the rights of Data Subjects, and all other applicable requirements under the Data Protection Legislation. These Terms are in addition to, and do not relieve, remove, or replace either Party's obligations under the Data Protection Legislation. Any material breach of the Data Protection Legislation by either Party shall, if not remedied within 6 months of written notice from the other Party, give the other Party grounds to terminate these Terms with immediate effect.

## **4. SHARED PERSONAL DATA**

- 4.1 The Shared Personal Data, including any applicable Restrictions relating to it agreed by the Parties is described fully in the Introductory Table.
- 4.2 No Special Category Personal Data is to be shared between the Parties. The Disclosing Party shall ensure that the Shared Personal Data is accurate and up-to-date prior to its disclosure to the Receiving Party.
- 4.3 The Parties shall use compatible technology for the processing of the Shared Personal Data in order to preserve accuracy.

## **5. FAIR & LAWFUL PROCESSING**

- 5.1 Both Parties shall at all times during the Term process the Shared Personal Data fairly and lawfully.
- 5.2 Both Parties shall ensure that they have legitimate grounds for processing the Shared Personal Data under the Data Protection Legislation.
- 5.3 The Disclosing Party shall ensure that it has in place all required notices and consents in order to enable the sharing of the Shared Personal Data under these Terms. In particular, the Disclosing Party shall ensure that Data Subjects are provided with clear and sufficient information about the following:
  - (a) the purposes for which their Personal Data is to be processed;
  - (b) the legal basis upon which it is relying for such purposes;
  - (c) the fact that their Personal data is to be transferred to a third party and sufficient detail about the transfer to enable the Data Subject to understand the purpose of the transfer and any risks associated therewith;
  - (d) in the event that their Personal Data is to be transferred outside of the European Economic Area under Clauses 8.3 and 8.4, the fact that such a transfer is to take place and sufficient detail about the transfer to enable the Data Subject to understand the purpose of the transfer and any risks associated therewith; and,
  - (e) all other information required under Article 13 of the GDPR.
- 5.4 The Receiving Party shall ensure that it has in place all required notices and consents in order to enable the sharing of the Shared Personal Data under these Terms. In particular, the Receiving Party shall ensure that Data Subjects are provided with clear and sufficient information about the following:
  - (a) the purposes for which their Personal Data is to be processed;
  - (b) the legal basis upon which it is relying for such purposes;
  - (c) in the event that their Personal Data is to be transferred to a third party under Clause 8, the fact that such a transfer is to take place and sufficient detail about the transfer to enable the Data Subject to understand the purpose of the transfer and any risks associated therewith;
  - (d) in the event that their Personal Data is to be transferred outside of the European Economic Area under Clauses 8.3 and 8.4, the fact that such a transfer is to take place and sufficient detail about the transfer to enable the Data Subject to understand the purpose of the transfer and any risks associated therewith; and,

- (e) all other information required under [Article 14](#) of the GDPR.

## **6. DATA SUBJECT RIGHTS**

- 6.1 The Parties shall assist one another in complying with their respective obligations and the rights of Data Subjects under the Data Protection Legislation. Such assistance shall include, but not be limited to:
- (a) Consulting with the other Party with respect to information and notices provided to Data Subjects relating to the Shared Personal Data;
  - (b) Informing the other Party about the receipt of DSARs and providing reasonable assistance in complying with the same;
  - (c) not disclosing or otherwise releasing any Shared Personal Data in response to a Data Subject access request without prior consultation with the other Party, whenever reasonably possible;
  - (d) assisting the other Party at its own cost in responding to any other DSAR.
- 6.2 Each Party shall maintain records of all DSARs received, the decisions made in response, and any information provided to the Data Subject(s) concerned. Such records shall include copies of the request, details of any data accessed and shared, and, if applicable, details of any further correspondence, telephone conversations, or meetings relating to the request.

## **7. DATA RETENTION AND/ OR DISPOSAL**

- 7.1 Subject to Clause 7.2, the Receiving Party shall hold and process the Shared Personal Data only for so long as is necessary for the fulfilment of the Stated Purposes.
- 7.2 In the event that any statutory or similar retention periods apply to any of the Shared Personal Data, the relevant Personal Data shall be retained by the Receiving Party in accordance therewith.
- 7.3 The Receiving Party shall delete (or otherwise dispose of) the Shared Personal Data (or the relevant part thereof) and any and all copies thereof or, on the written request of the Disclosing Party, return it to the Disclosing Party, subject to any legal requirement to retain any applicable Personal Data, in the following circumstances:
- (a) upon the termination or expiry of these Terms; or,
  - (b) once the Stated Purposes have been fulfilled and it is no longer necessary to retain the Shared Personal Data (or the relevant part thereof) in light of the Stated Purposes.
- 7.4 All Shared Personal Data to be deleted or disposed of under these Terms shall be deleted or disposed of using the Agreed Disposal Methods set out in the Introductory Table.
- 7.5 Following the deletion and/or disposal of the Shared Personal Data (as applicable), the Receiving Party shall notify the Disclosing Party of the same in writing, confirming that the Shared Personal Data has been deleted or disposed of using the method(s) set out above in Clause 7.4.

## **8. SHARED PERSONAL DATA TRANSFERS**

- 8.1 For the purposes of this Clause 8, the transfer of Shared Personal Data shall refer to any sharing of the Shared Personal Data by the Receiving Party with a third party. Such sharing shall include, but not be limited to, the appointment of a third-party Data Processor and sharing the Shared Personal Data with a third-party Data Controllers.
- 8.2 In the event that the Receiving Party wishes to appoint a third-party Data Processor, it shall remain liable to the Disclosing Party for any acts and/or omissions of the third-party Data Processor and it shall comply with [Articles 28](#) and [30](#) of the GDPR.
- 8.3 The Receiving Party shall not transfer any of the Shared Personal Data outside of the European Economic Area unless:
- (a) the Receiving Party complies with the provisions of [Article 26](#) of the GDPR (where the third party is a joint controller); and,
  - (b) the Receiving Party ensures that the transfer is to a country that the European Commission has determined (by means of an adequacy decision) offers an adequate level of data protection, pursuant to [Article 45](#) of the GDPR; there are appropriate safeguards in place pursuant to [Article 46](#) of the GDPR; or one of the derogations for specific situations set out in [Article 49](#) of the GDPR applies.

## **9. SHARED PERSONAL DATA SECURITY**

- 9.1 The Disclosing Party shall transfer the Shared Personal Data to the Receiving Party using secure method(s).
- 9.2 Both Parties shall ensure that they have in place Appropriate Technical and Organisational Measures (as set out in the Introductory Table), to protect against the unauthorised or unlawful processing of, and against the accidental loss or destruction of, or damage to, the Shared Personal Data, having regard to the state of technological development and the cost of implementing any such measures.
- 9.3 When putting Appropriate Technical and Organisational Measures in place, both Parties shall ensure a level of security appropriate to the nature of the Shared Personal Data which is to be protected, and to the potential harm resulting from the unauthorised or unlawful processing of, the accidental loss or destruction of, or damage to, the Shared Personal Data.
- 9.4 All technical and organisational measures put in place by both Parties shall be reviewed regularly by the respective Party, updating such measures upon the agreement of the other Party as appropriate throughout the Term.

## **10. PERSONAL DATA BREACHES**

- 10.1 In the event of a Personal Data Breach, each Party shall comply with its obligations to report such a breach to the Supervisory Data Protection Authority and, if applicable, to the affected Data Subjects in accordance with [Article 33](#) of the GDPR. Furthermore, each Party shall inform the other Party of any such breach without undue delay, irrespective of whether it is required to be reported to the Supervisory Data Protection Authority or to Data Subjects.
- 10.2 Each Party shall provide reasonable assistance to the other Party at its own cost in the handling of Personal Data Breaches.

## **11. TERM, REVIEW AND TERMINATION**

- 11.1 These Terms shall come into force on the Commencement Date. The Parties shall review the sharing of the Shared Personal Data under these Terms on a regular basis, in light of the reasons, aims, and benefits described in the Introductory Table and, based upon the outcome of such a review, the Parties shall continue, amend, or terminate these Terms. Reviews under this Clause 11 shall address the following:
- (a) evaluating the purposes for which the Shared Personal Data is being processed in order to determine whether those purposes are still limited to the Stated Purposes;
  - (b) evaluating whether the Parties are complying with the Data Protection Legislation and with the provisions of these Terms govern fair and lawful processing (Clause 5), the rights of Data Subjects (Clause 6), data retention (Clause 7), and data security (Clause 9);
  - (c) evaluating whether any Personal Data Breaches affecting the Shared Personal Data have been handled in accordance with these Terms and the Data Protection Legislation.
- 11.2 Each Party shall have the right to inspect the other Party's arrangements for holding and processing the Shared Personal Data and to

terminate these Terms if it considers that the other Party is not processing that Shared Personal Data in accordance with the Data Protection Legislation or these Terms.

## **12. RESOLUTION OF DISPUTES WITH DATA SUBJECTS OR A SUPERVISORY DATA PROTECTION AUTHORITY**

- 12.1 In the event of a dispute or claim brought by a Data Subject or the Supervisory Data Protection Authority concerning the processing of Shared Personal Data against either or both Parties, the Parties will inform each other about any such disputes or claims and will cooperate with a view to settling them amicably in a timely fashion.
- 12.2 The Parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by the Supervisory Data Protection Authority. If they do participate in the proceedings, the Parties may elect to do so remotely (such as by telephone or other electronic means). The Parties also agree to consider participating in any other arbitration, mediation, or other dispute resolution proceedings developed for data protection disputes.
- 12.3 Each Party shall abide by a decision of a competent court of the Disclosing Party's country of establishment or of the Supervisory Data Protection Authority.

## **13. WARRANTIES**

- 13.1 Each Party hereby warrants and undertakes that it shall:
- (a) hold and process the Shared Personal Data in compliance with the Data Protection Legislation and all other applicable laws, enactments, regulations, orders, standards, and similar applicable instruments;
  - (b) respond without undue delay and as far as reasonably possible to any enquiries from the Supervisory Data Protection Authority relating to the Shared Personal Data;
  - (c) respond to DSARs in accordance with the Data Protection Legislation;
  - (d) if applicable, pay the appropriate fees to the Supervisory Data Protection Authority; and,
  - (e) take all appropriate steps to ensure compliance with the security measures set out in Clause 9 and the Introductory Table of these Terms.

## **14. INDEMNITY**

- 14.1 Subject to the provisions of Clause 15.1, each Party shall indemnify the other against any cost, charge, damages, expense, or loss, suffered or incurred by the indemnified Party arising out of or in connection with the indemnifying Party's breach of the Data Protection Legislation or these Terms, provided that the indemnified Party provides the indemnifying Party with prompt notice of any such claim, full information about the circumstances giving rise to the claim, reasonable assistance in dealing with the claim, and the sole authority to manage, defend, and/or settle the claim.

## **15. LIMITATION OF LIABILITY**

- 15.1 Subject to Clause 15.2, neither Party shall be liable, whether in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution, or otherwise, for any direct or indirect loss of profits, business, business opportunity, revenue, turnover, reputation, or goodwill; any direct or indirect loss of anticipated savings or wasted expenditure; or any direct or indirect loss or liability under or in relation to any other contract.
- 15.2 Neither Party shall exclude its liability to the other Party for fraud or fraudulent misrepresentation, death or personal injury resulting from negligence, a breach of any obligations implied by statute or any other matter for which it would be unlawful for either Party to exclude liability.
- 15.3 Nothing in Clause 15 shall prevent claims for direct financial loss that are not excluded under any of the categories set out therein or for tangible property or physical damage.

## **16. GENERAL**

- 16.1 **Entire Agreement:** These Terms (in conjunction with the Frontline Therapist Terms at the forefront, sets out the entire understanding of the Parties with regards to the subject matter herein.
- 16.2 **Severance:** Should a provision of these Terms be invalid or become invalid then the legal effect of the other provisions shall be unaffected. A valid provision is deemed to have been agreed which comes closest to what the Parties intended commercially and shall replace the invalid provision. The same shall apply to any omissions.
- 16.3 **Non-Assignment:** Neither Party may assign, transfer, sub-contract, or in any other manner make available to any third party the benefit and/or burden of these Terms without the prior written consent of the other Party, such consent not to be unreasonably withheld.
- 16.4 **Variation:** No variation of or addition to these Terms shall be effective unless in writing signed by each of the Parties or by a duly authorised person on its behalf.
- 16.5 **No Waiver:** No failure or delay by either Party in exercising any of its rights under these Terms shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of these Terms shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 16.6 **Third Party Rights:** Unless expressly stated otherwise, these Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any Terms herein.
- 16.7 **Governing Law & Jurisdiction:** These Terms shall be governed by the laws of England and Wales. The courts of England shall have exclusive jurisdiction for the settlement of all disputes arising under these Terms.