

Guidance notes for Clubs using the data processing templates

Data processing agreement template wording

This template agreement wording is intended for use by Clubs when engaging third parties to process personal data on behalf of the club.

When using the template agreement wording to prepare an agreement for signing, clubs will need to do the following before the agreement is signed:

1. On the cover page – insert the full name of the club and the full name of the supplier
2. At the top of page 1 – the full legal designations of the club and the supplier should be inserted where highlighted as follows:
 - 2.1. if the club is incorporated as a company, the full company number needs to be inserted (for example “Company Number SC123456”). This also applies if the club has charitable status (for example, “Charity Number SC654321”) and the words “Scottish charity” need to appear in the designation (for example, “Scotland Club registered as a Scottish charity”);
 - 2.2. if the club is incorporated as a Scottish Charitable Incorporated Organisation, these words should be inserted together with the club’s charity number;
 - 2.3. the addresses for both the club and the supplier to be inserted are the registered addresses (for example, the addresses that appear on the Companies Register and/or the Charity Register); and
 - 2.4. if the club is an unincorporated association, the committee members will need to enter into the agreement in the name of the club.
3. In clause 1.1 – insert a start date in the definition of “Commencement Date”. This is the date on which the agreement will become legally binding.
4. Clause 2 provides that the agreement expires once the “Purpose(s)” has / have been completed. Accordingly, clubs should ensure that there is clarity around when this takes place. Clubs may instead prescribe a specific termination date by replacing the words “completion of the Purpose(s)” with “[INSERT DATE]” and insert a specific date before signing.
5. Clause 3.2 sets out the obligations on the supplier acting as a processor as required by the GDPR. Clubs should read through these carefully to monitor compliance by the supplier during the Term.
6. Clause 4 relates to sub-processors, clubs should ensure that the supplier seeks approval under this clause before it passes any of the personal data of which the club is a controller to another third party (for example, external payment providers that process payments for clubs).
7. Clause 8 governs the review of the agreement and its termination. In particular, clause 8.3 gives clubs the right to terminate the agreement by notice where the supplier is in material breach. If a club seeks to terminate an agreement under this clause, we would recommend that legal advice is sought before any action is taken.
8. Clause 9 sets out the actions required of the supplier at the end of the agreement as required by the GDPR.
9. Notices under the agreement must be issued in accordance with clause 13 in order to be valid (for example, a notice of termination or breach).

10. Clubs should complete the number of pages in the signing block and insert the full name of both the club and the supplier where indicated before signing.
11. If a club is an unincorporated association, each member/ authorised signatory will need a separate signing block.
12. At the top of the Schedule, clubs should complete the full name of both the club and the supplier.
13. Part 1 of the Schedule requires clubs to identify the types of personal data categories to be processed by the supplier. Clubs should ensure that all categories are included to clearly set out what the supplier will be required to process on behalf of the club. In particular, any sensitive / special categories of personal data must be listed if relevant. Clubs also need to list the types of data subject to which the personal data relates (for example, members).
14. Part 2 of the Schedule requires clubs to set out the purpose of the processing of personal data (for example, to administer an electronic membership database on behalf of the club). The purpose of the processing is essentially why the club has engaged the supplier and why they need to process personal data for the club.

Except where highlighted in the template wording and as set out in this guidance note, clubs should not amend the text without first obtaining legal advice.

Data processing clause template wording

This clause template can be used where a club signs up to a supplier's terms and conditions or has a separate contract for services with the supplier (a service agreement). This clause should be inserted into the service agreement.

Definitions

In the definition section of the service agreement, the definition of "Data Protection Legislation" should be included where appropriate.

The clause also includes reference to defined terms of "Business Days" and "Term". Clubs should amend these if not defined in the services agreement or insert appropriate definitions.

Clause

Clause 1.3 requires clubs to identify the types of personal data to be processed by the supplier (categories). Clubs should ensure that all categories are included to clearly set out what the suppliers will be required to process on behalf of the club.

In particular, any sensitive / special categories of personal data must be listed if relevant. Clubs also need to list the types of individual to which the personal data relates (for example, members).

Clause 1.4 requires clubs to set out the purpose of the processing of personal data (for example, to administer an electronic membership database on behalf of the club).

Clause 1.6 sets out the obligations on the supplier acting as a processor as required by the GDPR. Clubs should read through these carefully to monitor compliance by the supplier during the operation of the service agreement.

Except where highlighted in the template wording and as set out in this guidance note, clubs should not amend the text without first obtaining legal advice.