

Data Processing Agreement

This Data Processing Agreement (“**Agreement**”) forms part of the Contract for Services (“**Principle Agreement**”) between:

Coast Tuition
(the “**Company**”)

AND

LAUREN KIRKLEY
(the “**Data Processor**”)

(together as the “**The Parties**”)

The agreement is made on 21/08/2025

WHEREAS

- (a) The Company acts as a Data Controller.
- (b) The Company wishes to subcontract certain Services, which imply the processing of personal data, to the Data Processor.
- (c) The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing on the protection of natural persons, including the Data Protection Act 2018, UK GDPR, Freedom of Information Act 2000, and any other relevant legal framework of any other country, as applicable.
- (d) The Parties wish to lay down their own rights and obligations.

IT IS AGREED AS FOLLOWS

1. Definitions and Interpretations

1.1 Unless otherwise defined, the terms and expressions used in this agreement shall have the following meaning:

1.1.1 “**Agreement**” means this Data Processing Agreement and all Schedules;

1.1.2 “**Company Personal Data**” means any personal data processed by a contracted Data Processor on behalf of the Company pursuant to or in connection with the Principal Agreement;

1.1.3 “**Contracted Processor**” means Subprocessor;

1.1.4 “**Data Protection Laws**” means any Data Protection Laws and to the extent applicable, the data protection or privacy laws of any other country;

1.1.5 “**EEA**” means the European Economic Area;

1.1.6 “**EU Data Protection Laws**” means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time by the UK GDPR or GDPR and laws implementing and supplementing the UK GDPR;

1.1.7 “**UK GDPR**” means UK General Data Protection Regulation, the GDPR has been kept in UK Law as the UK GDPR. Following the UK’s exit from the European Union, the key principles, rights and obligations remain the same as the GDPR.

1.1.8 “**Data Transfer**” means:

- (a) A transfer of company personal data from the Company to the Data Processor;
- (b) An onward transfer of the Company personal data from the Data Processor to a Contracted Processor (subprocessor);
- (c) Or between two establishments of Contracted Processors.

1.1.9 “**Services**” means the contracted services between the Company and the Data Processor.

1.1.10 “**Subprocessor**” means any person appointed by or on behalf of the Data Processor to process personal data on behalf of the Company in connection with this Agreement.

1.2 The terms “**Commission**”, “**Controller**”, “**Data Subject**”, “**Member State**”, “**Personal Data**”, “**Personal Data Breach**”, “**Processing**”, and “**Supervisory Authority**”, shall remain the same meaning as in the UK GDPR, and their terms shall be construed accordingly.

2. Processing of Company Personal Data

2.1 The Data Processor shall;

- 2.1.1 comply with all applicable Data Protection Laws in the processing of Company Personal Data; and
- 2.1.2 not process Company Personal Data other than on the relevant Company's documented instructions.

2.2 The Company instructs the Data Processor to process Company Personal Data.

3. Data Processor Personnel

3.1 The Data Processor shall take reasonable steps to ensure the reliability of any employee, agency worker or contractor of any Contracted Processor who may have access to the Company Personal Data. The Data Processor must ensure that, in each case, that access is strictly limited to those individuals who need to know/ access the relevant Company Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with applicable laws in the context of the individuals duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations or confidentiality.

4. Security

4.1 Considering the state of the art, the costs of implementation and the nature, scope, context, and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. The Data Processor shall, in relation to the Company Personal Data, implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the UK GDPR.

4.2 In assessing the appropriate level of security, the Data Processor shall consider, in particularly, the risks that are presented by processing from a Personal Data Breach.

5. Subprocessing

5.1 The Data Processor shall not appoint (or disclose any Company Personal Data to) any Subprocessor unless required or authorised in writing by the Company.

5.2 If an appointment of a Subprocessor is authorised by the Company, the Data Processor must enter into, with each subprocessor, a written Agreement containing the same data protection obligations as specified

in this Agreement between the Company and Data Processor. A copy of the Agreement should be provided to the Company.

- 5.3 If the Subprocessor fails to meet its obligations to Data Protection Laws, the Data Processor who appointed the Subprocessor will remain liable to the Company for the actions of the Subprocessor.

6. Data Subject Rights

- 6.1 Considering the nature of the Processing, the Data Processor shall assist the Company by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Company obligations, as reasonably understood by the Company, to respond to requests to exercise Data Subject rights under Data Protection Laws.
- 6.2 The Data Processor shall:
- 6.2.1 promptly notify the Company if it receives a request from the Data Subject under any Data Protection Law in respect of Company Personal Data; and
 - 6.2.2 ensure that it does not respond to that request except on the documented instruction of the Company or as a requirement by applicable laws to which the Data Processor is subject, in which case the Data Processor shall, to the extent permitted by applicable laws, inform the Company of that legal requirement before the Data Processor responds to the request.

7. Personal Data Breach

- 7.1 The Data Processor shall notify the Company without undue delay upon the Data Processor becoming aware of a Personal Data Breach affecting the Company Personal Data, providing the Company with sufficient information to allow the Company to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.
- 7.2 The Data Processor shall co-operate with the Company and take reasonable commercial steps as directed by the Company to assist in the investigation, mitigation, and remediation of each such Personal Data Breach.
- 7.3 Under this agreement, should a Data Processor not comply with their obligations under this agreement or their duties under the Data

Protection Laws, we would request for the Data Processor to reimburse us for any loss suffered because of their non-compliance.

8. Data Protection Impact Assessment and Prior Consultation

8.1 The Data Processor shall provide reasonable assistance to the Company with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which the Company reasonably considers to be required by article 35 or 36 of the UK GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Company Personal Data by, and taking into account, the nature of the Processing and information available to, the Contracted Processors.

9. Deletion or return of Company Personal Data

9.1 Subject to this section 9 the Data Processor shall promptly and in any event within 10 business days of the date of cessation of any Services involving the Processing of Company Personal Data (the “**Cessation Date**”), return and/or delete and procure the deletion of all copies of those Company Personal Data.

9.2 The Data Processor shall provide written certification to Company that it has fully complied with this section 9 within 10 business days of the Cessation Date.

10. Audit Rights

10.1 Subject to this section 10, the Data Processor shall make available to the Company on request all information necessary to demonstrate compliance with this Agreement, and shall allow for and contribute to audits, including inspections, by the Company or an auditor mandated by the Company in relation to the Processing of the Company Personal Data by the Contracted Processors.

10.2 Information and audit rights of the Company only arise under section 10.1 to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law.

11. Data Transfer

11.1 The Data Processor may not transfer or authorise the transfer of data to countries outside of the EU and/ or the EEA without the prior written

consent of the Company. If personal data processed under this agreement is transferred from a country within the EEA to a country outside the EEA, the Parties shall ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses for the transfer of personal data.

12. Company Data Processed by the Data Processor

12.1 The Company Personal Data subject to being processed under this Agreement is stated in Annex 1.

13. General Terms

13.1 **Confidentiality.** Each Party must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement (“**Confidential Information**”) confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that:

- (a) Disclosure by law;
- (b) The relevant information already in the public domain.

13.2 **Notices.** All notices and communications given under this Agreement must be in writing and will be delivered personally, sent by post or sent by email to the address or email address set out in the heading of this Agreement at such other address as notified from time to time by the Parties changing address.

14. Governing Law and Jurisdiction

14.1 Each Party submits to the exclusive jurisdiction of the English courts and agrees that the Agreement is to be governed and construed according to English law.

14.2 Any dispute arising in connection with this Agreement, which the parties cannot resolve amicably, will be submitted to the relevant court of law.

This Agreement is entered into with effect from the date stated at the beginning of this document.

Coast Tuition (*The Company*)

Signature: *H Elcoate*

Name: ...H Elcoate.....

Title: ...Director.....

Date signed: ...21/08/2025.....

(Coast Tuition) (*The Data Processor*)

Signature:

Name: ...L Kirkley.....

Title: ...Director

Date signed: ...21/08/2025.....

ANNEX 1

Company Data process by the Data Processor

Description	Details
What processing will take place?	
Who are the Data Subjects?	
The type(s) of data being processed	
Whether the data includes any special categories of data, and the details	
Duration of the Processing	