

Roffey Park Terms and Conditions

The invoice will be issued on receipt of your acceptance. In the event of cancellation of your booking, the following terms and conditions will come into effect:

- Before the start of the programme 100% refund
- Cancellation within 4 weeks of start 80% of fee payable
- Cancellation within 12 weeks of start 50% of fee payable
- Cancellation within 26 weeks of start 60% of fee payable
- Cancellation within 52 weeks of start 75% of fee payable
- Cancellation after 52 weeks 90% of fee payable

Data Protection

The following definitions apply:

- **Controller** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;
- **DP Laws** means all privacy and data protection laws to which a party is subject including, where applicable, EU DP Law;
- **EU DP Law** means: (i) Regulation 2016/679 (the General Data Protection Regulation); (ii) EU Directive 2002/58/EC; (iii) any applicable national data protection laws made under or pursuant to (i) or (ii) in any European Member State; and (iv) any amendments or successor legislation to (i), (ii) or (iii);
- **Participant Data** means any information that is provided by or on behalf of you to Roffey Park as part of your use of our services, including any information derived from such information;
- **Participant Personal Data** means any Personal Data comprised in the Participant Data and which is in the possession or under the control of Roffey Park;
- **Personal Data** means any information relating to an identified or identifiable natural person;
- **Processor** means a natural or legal person, public authority, agency or other body which processes Personal Data on behalf of a Controller; and
- **Process(ing) or process** means any operation or set of operations that is performed upon Personal Data, whether or not by automatic means, including, without limitation, collection, recording, organisation, structuring, storage, access, adaptation, alteration, retrieval, consultation, use, disclosure, dissemination, making available, alignment, combination, restriction, blocking, deletion, erasure, or destruction.

When Roffey Park is a Controller

In order for Roffey Park to provide the services set out herein, Roffey Park will need to determine the purposes and means of the processing of Participant Personal Data such as (but without limitation):

- What Participant Personal Data is needed to provide the services;
- The criteria to determine who can join our qualification programmes;
- Providing certificates for qualifications and documentation showing completion of online tools;
- Administering membership of our LRC;
- administering access to our LRC Knowledge Base or Roffey Park Learning Portal;
- What Participant Personal Data is shared for qualification purposes;
- Which third parties need to process Participant Personal Data to support our service delivery (e.g. completion of 360 reporting or psychometric online tools, using our LRC Knowledge Base or Roffey Park Learning Portal); and
- What the retention periods are for Participant Personal Data.

As a result of the above, you agree that Roffey Park is the Controller of Participant Personal Data. Accordingly, Roffey Park shall:

1. Comply with all DP Laws when processing Participant Personal Data including (without limitation) (i) ensuring that it has all necessary consents and notices in place to enable lawful processing of Participant Personal Data; and (ii) directly responding to requests from individuals or data protection supervisory authorities relating to the Participant Personal Data;
2. Notwithstanding that it is a Controller of Participant Personal Data, process Participant Personal Data only for the purposes of providing the services set out herein and as set out in its privacy notice <https://www.roffeypark.ac.uk/privacy-policy/> (from time to time in force) which apply to the processing of such Participant Personal Data.
3. Implement and maintain all appropriate technical and organisational measures to protect Participant Personal Data under its control from and against (i) accidental or unlawful destruction; (ii) accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network; and (iii) all other unlawful forms of processing.

Why is Roffey Park not a Processor?

A Processor is “a natural or legal person ... which processes personal data on behalf of the controller”. This means that the Controller determines what Participant Personal Data is to be processed (not the Processor) and will provide very detailed processing instructions which the Processor must follow. The Processor is therefore constrained in what it can do with that Participant Personal Data and has no say over its content or how it is processed. Furthermore, the definition of “processing” suggests that a Processor’s activities must be limited to the more ‘technical’ aspects of an operation, such as data storage, retrieval or erasure. As you can see from the above paragraph after the definitions, this does not reflect the services that Roffey Park is going to provide. Roffey Park would only consider itself a Processor if it was simply providing a programme which only involved us administering participant details and nothing more.

When Roffey Park is a Processor

Roffey Park would only consider itself a Processor if it was simply providing a programme which only involved us administering participant details and nothing more (i.e., none of the processing required under “*When Roffey Park is a Controller*”).

Accordingly, when Roffey Park is a Processor:

1. Both parties shall comply with all applicable requirements of DP Laws.
2. For the purposes of DP Laws, you are the Controller and Roffey Park is the Processor of any Participant Personal Data. All Participant Personal Data provided by you or on your behalf to Roffey Park shall remain under your ownership and control. This privacy notice <https://www.roffeypark.ac.uk/privacy-policy> (from time to time in force) sets out the scope, nature and purpose of processing by Roffey Park, the duration of the processing and the types of Personal Data and categories of individuals whose Personal Data is processed. As the Controller, you are responsible for ensuring that there is a lawful basis for Roffey Park to process Participant Personal Data in accordance with this privacy notice.
3. Before giving any instructions to Roffey Park in relation to the Participant Personal Data (including its processing), you shall ensure that such instructions comply with DP Laws.
4. Without prejudice to the generality of the above obligation on both parties to comply with all applicable requirements of DP Laws, Roffey Park shall:
 - Process Participant Personal Data only in accordance with your written instructions unless Roffey Park is required by laws applicable to Roffey Park to process Participant Personal Data (in which case Roffey Park shall notify you of this before performing the processing required by the such applicable laws unless those applicable laws prohibit Roffey Park from so notifying you);
 - Ensure that all Roffey Park staff who have access to Participant Personal Data keep the Participant Personal Data confidential;
 - Implement appropriate technical and organisational measures to protect the Participant Personal Data against unauthorised or unlawful processing and accidental loss, destruction, damage, alteration or disclosure;
 - Taking into account the nature of processing, assist you (at your expense) by appropriate technical and organisational measures, insofar as this is possible, to respond to individuals exercising the rights that they have under DP Laws in respect of their Personal Data;
 - Assist you (at your expense) in ensuring compliance with your obligations under DP Laws relating to security, notification of security breaches, data protection impact assessments, privacy by design and default and consultations with the Information Commissioner’s Office and any other supervisory authorities (taking into account the nature of processing and the information available to Roffey Park);
 - At your discretion and expense, delete or return all Participant Personal Data (and copies thereof) to you upon termination or expiry of the services being provided hereunder, unless we are required by laws applicable to us to store the Participant Personal Data following termination or expiry;
 - Make available to you all information necessary to demonstrate our compliance with our obligations under this paragraph 4 and (at your expense) allow for and contribute to audits, including inspections, conducted by you. You must give Roffey Park at least 30 days prior written notice of any such audit. Such audit can only be carried out (i) in relation to Roffey Park’s processing environment that is relevant for the processing of Participant Personal Data hereunder (ii) once in any 12 month calendar year and limited to Roffey Park’s normal business hours; (iii) provided its scope is agreed in advance and a mutually acceptable non-disclosure agreement has been entered into by us (or Roffey Park and your auditor); and (iv) provided there is no disruption to Roffey Park’s operations;

- Notify you without undue delay if we become aware of any a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Participant Personal Data transmitted, stored or otherwise processed by Roffey Park; and
 - Inform you if we believe that any instructions from you breach DP Laws.
5. Roffey Park shall be entitled to transfer or otherwise process Participant Personal Data outside the European Economic Area under the following conditions:
 - Roffey Park is processing Participant Personal Data in a territory which is subject to a current finding by the European Commission under DP Laws that the territory provides adequate protection for the privacy rights of individuals; or
 - Roffey Park participates in a valid cross-border transfer mechanism under DP Laws, so that Roffey Park can ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals as required by Article 46 of EU DP Law; or the transfer otherwise complies with DP Laws.
 - If any Participant Personal Data transfer between you and Roffey Park requires execution of EU approved standard contractual clauses in order to comply with DP Laws (where you are the entity exporting Participant Personal Data to Roffey Park outside the EEA), you and Roffey Park shall complete all relevant details in, and execute, such EU approved standard contractual clauses, and take all other actions required to legitimise the transfer.
 6. You consent to Roffey Park appointing such sub-processors as are necessary to support the provision of the services herein. Roffey Park confirms that it has entered or (as the case maybe) shall enter into with the third-party processor a written agreement incorporating terms which are substantially similar to those set out in paragraph 4. If Roffey Park wishes to use any other sub-processors it shall notify you and you will have 5 days from the date of such notice to raise any objections. As between us, Roffey Park shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this paragraph 6.
 7. Roffey Park may, at any time on not less than 30 days' notice, revise paragraphs 1 to 6 by replacing them with any applicable EU or UK-approved standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment hereto).
 8. The parties agree to take account of any guidance issued by the Information Commissioner's Office. Roffey Park may on not less than 30 days' notice to you amend paragraphs 1 to 6 to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Governing law

This contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. The parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this contract or its subject matter or formation (including non-contractual disputes or claims). Nothing in this contract shall prevent, restrict or hinder Roffey Park from taking proceedings to protect its intellectual property rights in any jurisdiction.