

# SchoolBooking Ltd

Data Processing Agreement (DPA)

This Data Processing Agreement ("Agreement") is made between the SchoolBooking customer ("Data Controller") and SchoolBooking Ltd ("Data Processor"), collectively referred to as the "Parties".

#### **1.** Definitions and Interpretation

Service definition	Bookings/Lettings/Parents Meetings
Registered name of organisation	SchoolBooking Ltd
Registered address of organisation	7-9 Wellington Square, Hastings, East Sussex TN34 1PD

#### 2. Subject Matter and Duration of Processing

The processing will include all personal data types and categories of data subjects as described in this section.

Services provided as part of proposal to the School(s) in particular the nature of the services that involve the use of personal data on behalf of the school/s	<ul> <li>Depending on what modules the school purchases e.g. If they could choose a bookings, lettings, or parent meetings system.</li> <li>Our Bookings and Lettings systems have very limited personal data associated – <ul> <li>Staff forename and surname</li> </ul> </li> <li>Whereas our parent meetings system will contain more personal information including <ul> <li>parent name</li> <li>parent contact details (address, phone email)</li> <li>student name and class name</li> </ul> </li> </ul>
Type of School/'s personal data that will be handled or that we will have access to	<ul> <li>Staff name for Booking system</li> <li>Staff name, Student name, Parent name and contact information of parent if Parents meetings system is used.</li> </ul>
Average volume of personal data records that will be handled on behalf of the school(s)	Depending on the modules being purchased. A booking system will typically contain around 60 names of staff. A Parent meetings event will contain all student and parents' names and contact details but depends on the size of the event the school is creating. Typically, they will run a year group of around 150 students at a time.

Duration of the data processing activities i.e when does the contractual relationship end?	The data retention period used by SchoolBooking is 120 days. This is broken down to our offer of a 90- day grace period on trial and paying accounts beyond contract end date / expiry of account. After this point data is kept for a further 30 additional days. After this period, the corresponding data is deleted, if it is no longer necessary for the fulfilment of a contract or legal reasons.
	If a request is made for data to be deleted earlier than this, SchoolBooking can accommodate this, providing data is no longer necessary for the fulfilment of a contract or legal reasons. Please email privacy@schoolbooking.com.

## 3. Nature and Purpose of Processing

SchoolBooking will act as the	Data Processor
High-Risk personal data that we will handle or have access to.	None
Types of School(s) special Category data you will handle or have access to (if any)	None
Categories of Individual's personal data will you have access to on behalf of the School(s)	Staff   Students   Parents

Engagement of sub-contractors or agents to process the school's personal data on SchoolBooking behalf	At no point will SchoolBooking engage with a sub-contractor without the agreement of the customer/school. On some occasions the customer/school will choose themselves use an integrator tool to pass data from themselves to us (it automates import of data) This is a one-way relationship where the third- party tool will send information directly to SchoolBooking which they always remain in control of. SchoolBooking does not provide any information back to the integration tool. This is upheld with a contract between both SchoolBooking and Groupcall Xporter but also GroupCall Xporter and the Customer/School.
Sub-contractors used (full registered names)	Groupcall Xporter (Integration Partner)
Summary of the type of service provided by each applicable sub- contractor	Groupcall Xporter collects MIS data from the customer/school MIS system. They require the customer/school to identify what data they would like to pass on to SchoolBooking.
Location of the processing undertaken by each sub-contractor (This is the country where the school's data is handled, stored or accessed by the sub-contractor)	UK
Country that processes the school's personal data?	UK
International Transfers of data	None

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## 4. Processor Obligations

SchoolBooking stores and processes the school's personal data securely.	SchoolBooking keeps all servers and services up to date and have appropriate levels of security and monitoring. Encryption is carried out end- to-end from client to us along with any transmission of data between us and Groupcall.
Access to Schools Data	All access is audited and limited to those who need access to the data. We also contract 3 <sup>rd</sup> party penetration testing services to regularly review our security – although they have no direct access to personal data they do check our security surrounding it.
GDPR Obligations	The processor is obligated to assist the data controller in fulfilling its UK GDPR obligations, particularly concerning security of processing, notification of personal data breaches, and data protection impact assessments.
Notification of breach	In the event of a data security breach where personal data may have been accessed or downloaded, the customer/school will be informed within 4 hours of the incident being identified.
Data Subject Requests	SchoolBooking will assist the school with requests from data subjects and allowing data subjects to exercise their rights under the UK GDPR.

Audit / Inspections	SchoolBooking will comply with all ICO inspections/audits and will provide the data controlled with any information needed to show that processing obligations have been complied with.
Acting on Instructions	The processor is bound to act solely upon written instructions from the controller, except when legal requirements necessitate action without explicit instructions.
Duty of Confidentiality	It is the responsibility of the processor to ensure that individuals processing the data (employees) are held to a duty of confidentiality.
Data Deletion	Data is kept for 30 days after the conclusion of service in case of customer request. After 30 days the corresponding data is routinely deleted. If a request is made for data to be deleted earlier than this, SchoolBooking can accommodate this, providing data is no longer necessary for the fulfilment of a contract or legal reasons.

# Confirmation

I confirm that all the information provided is complete and accurate to the best of my knowledge	
Name	Mark Baker
Position	Director
Organisation	SchoolBooking Ltd.