



## **HETAS Conditions of Registration**

# Data Processing Annexe

**HETAS Ltd.**  
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## Definitions

**Data Protection Legislation:** (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

### 1 Data Protection

- 1.1 In so far as required, both parties agree that they will comply with all applicable requirements of the Data Protection Legislation. This Annex is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation
- 1.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the business registered with or applying to the scheme ("the Registrant") is the data controller and HETAS is the data processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation). Schedule 1 sets out the scope, nature and purpose of processing by HETAS, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, Personal Data) and categories of Data Subject.
- 1.3 Without prejudice to the generality of clause 1.1, the Registrant will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to HETAS for the duration and purposes of this agreement.
- 1.4 Without prejudice to the generality of clause 1.1, HETAS warrants and undertakes that it shall, in relation to any Personal Data processed in connection with the performance by HETAS of its obligations under this agreement:
  - (a) conform to the HETAS Consumer Privacy Notice in processing the data detailed in Schedule 1.
  - (b) if additional processing is required beyond what is stated in 1.4 (a) above, process that Personal Data only on the written instructions of the Registrant unless the Provider is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Provider to process Personal Data (**Applicable Laws**). Where the Provider is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Provider shall promptly notify the Registrant of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Registrant;
  - (c) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
  - (d) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
  - (e) not transfer any Personal Data outside of the European Economic Area;
  - (f) assist the Registrant, at the Registrant's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - (g) notify the Registrant without undue delay on becoming aware of a Personal Data breach;
  - (h) at the written direction of the Registrant, delete or return Personal Data and copies thereof to the Registrant on termination of the agreement unless required by Applicable Law to store the Personal Data; and

- (i) maintain complete and accurate records and information to demonstrate its compliance with this Annexe (and allow for audits by the Registrant or the Registrant's designated auditor).
- 1.5 The Registrant consents to HETAS appointing third-party processors of Personal Data under this agreement. A list of the third-party processors is included in HETAS's Consumer Privacy Notice. HETAS confirms that:
- (a) it has entered or (as the case may be) will enter with the third-party processors into a written agreement substantially on that third party's standard terms of business or incorporating terms which are substantially similar to those set out in this Annexe
  - (b) as between the Registrant and HETAS, HETAS shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Annexe
  - (c) if HETAS changes the third-party processors that it uses under this agreement, a notice will be shown in the HETAS Consumer Privacy Notice at least 30 days before the change. To object to changes in sub-processing, Registrants can write to HETAS describing their reasons for objection within 14 days of the notice. HETAS will resolve the objection by correcting our use of the third-party processor, or by deleting any data supplied by you under this Annexe which is not required for legal obligations as set out in the Consumer Privacy Notice
- 1.6 Each party agrees to indemnify and keep indemnified and defend at its own expense the other party against all costs, claims, damages or expenses incurred by the other party or for which the other party may become liable due to any failure by the first party or its employees or agents to comply with any of its obligations under this Annexe.

## **Schedule 1 - Processing, Personal Data and Data Subjects**

### **1 Processing by HETAS**

#### **1.1 Scope**

In connection with operating HETAS and Woodsure schemes, receive and process details of properties and customers

#### **1.2 Nature**

Ensure notification of installations to Local Authorities  
 Ensure customers of installations get certificates of Building Regulations compliance  
 Assess Registrants for compliance with scheme rules

#### **1.3 Purpose of processing**

Comply with the requirements of the Building Regulations  
 Comply with the mandatory requirements to operate the Competent Person Scheme and other regulated schemes  
 Monitor registrants for compliance with scheme rules  
 Safety and efficiency within the industry

#### **1.4 Duration of the processing**

- (a) During the period the Registrant is registered with HETAS
- (b) If the Registrant is no longer registered with the HETAS scheme to which this Annexe applies, HETAS may retain and use the data in accordance with the HETAS Retention Policy
- (c) For applicants to the scheme, for the period the application to HETAS is processed and recorded

### **2 Types of personal data**

Property address, appliance(s) installed, date of installation.  
 Where applicable – address to send certificate (if different from installation address)  
 Contact details for the customer – name, phone number and/or email address  
 Usage/operation of fuels and/or appliances  
 Arrangements for inspections/audits, including address, contact details, and available date(s)/time(s) to visit, and (where applicable)  
 Customer complaints, or concerns raised about safety and compliance

### **3 Categories of data subject**

Customers of a HETAS-registered business or applicant  
 Customers of a Woodsure-registered business or applicant  
 Users of an appliance, fuel or product.

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