

## RH Environmental Limited Terms of Business

- (1) **RH ENVIRONMENTAL LIMITED** a company incorporated in England and Wales under company number 05530460 and whose registered office is at c/o Bevan Buckland LLP, Ground Floor, Cardigan house, Castle Court, Swansea Enterprise Park, Swansea SA7 9LA ('the Service Provider') and
- (2) **Food Standards Agency**, Foss House, 1-2 Peasholme Grn, York YO1 7PR The party for whom the Services are to be provided ('the Client')

### RECITALS

- (1) The Client wishes to instruct for Services to be undertaken and provided to the Client by the Service Provider.
- (2) The Service Provider has the skills, background and experience in providing the services requested by the Client.
- (3) The Service Provider is willing to provide the Services (as defined below) and the Client wishes to receive the Services, all subject to the terms more particularly specified in our Proposal dated 21/09/23 and the following conditions.

NOW IT IS AGREED as follows:

### 1 Definitions-

1. In these conditions, the following words shall have the following meanings:

<b>"Business Day"</b>	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in England and Wales;
<b>"Commencement Date"</b>	means the date on which provision of the Services shall commence, as set out in sub-Clause 10.1;
<b>"Completion Date"</b>	means such date as is specified in the Proposal ;
<b>"Confidential Information"</b>	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
<b>"Data Protection Legislation"</b>	means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;
<b>"Fee"</b>	means the amounts and any milestones as specified in the Proposal; and
<b>"Intellectual Property Rights"</b>	means  (a) any and all rights in any patents, trade marks, service marks, registered designs, applications (and rights to apply for any of those rights) trade, business and company names, internet domain names and e-mail addresses, unregistered trademarks and service marks, copyrights, database rights, know-how, rights in designs and inventions;

(b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a);

(c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) which now or in the future may subsist; and

(d) the right to sue for past infringements of any of the foregoing rights;

**“Reports”**

means all documentation, presentations, software or drawing in whatever format that the Service Provider shall or may create or deliver to the Client as part of the Services provided by the Service Provider.

**“Services**

means the work, deliverables, consultancy, Software development and related work and new and additional functionality (Additional Works) to be provided by the Service Provider to the Client in accordance with Clause 2, as fully defined in our Proposal and subject to the terms and conditions of this Agreement;

**“Term”**

means the term of this Agreement as set out in the Proposal .

**2. Services**

- 2.1. The Service Provider shall provide the Services to the Client, subject to the following provisions.
- 2.2. At the commencement of the Services, the Service Provider shall submit to the Client a proposal for the Services. The proposal shall specify the Services to be undertaken, the time estimates for the provision of the Services and the fees payable ('Proposal').
- 2.3. On receipt of the Proposal the Client will sign a copy and return that copy to the Service Provider to signify the Client's agreement as to the Services to be provided and the fees payable to the Contractor. The Client acknowledges and agrees that no Services (other than the preparation of the Proposal) will be provided until the Service Provider has received the signed copy of this Agreement.

**3. Calculation of time**

- 3.1. For fees calculated on a daily rate: 'day' shall mean a period of 7 hours inclusive of travel time both to the Client's site and from the Client's site. Time spent in excess of a 7 hour period shall be charged at the pro-rated rate for a day.
- 3.2. For fees calculated by reference to an hourly rate: for time spent which is less than a complete hour, the Client shall be charged for the whole hour.

**4. Performance of the Services**

- 4.1. The Parties shall agree the time and place (if not specified in the Proposal) for performance of the Services, subject to the availability of the Service Provider's staff and agents.
- 4.2. The Service Provider shall use reasonable endeavours to complete the Services by the Completion Date or meet such other dates as agreed by the Parties.
- 4.3. The Service Provider shall act in accordance with all reasonable instructions given to it by the Client provided such instructions are compatible with the specification of Services provided in Schedule 1.
- 4.4. The Service Provider shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.
- 4.5. The Service Provider may, in relation to certain specified matters related to the Services, act on the Client's behalf. Such matters shall not be set out in this Agreement but shall be agreed between the Parties as they arise from time to time.
- 4.6. The Service Provider shall use all reasonable endeavours to accommodate any reasonable changes in the Services that may be requested by the Client, subject to the Client's acceptance of any related reasonable changes to the Fees that may be due as a result of such changes.
- 4.7. Time shall not be of the essence:

- 4.7.1. for any times for when the Services are to be performed, whether given or agreed to by the Service Provider; or
- 4.7.2. for the length of time that any of the Services are to take, whether specified in the Proposal or otherwise; or
- 4.7.3. for the Completion Date or such other date as agreed by the Parties.

## **5. Fee and payment**

- 5.1. Payment of the Fee for the Services shall be made as specified in our Proposal without any set-off, withholding or deduction except such amount (if any) of tax as that the Client is required to deduct or withhold by law
- 5.2. All amounts stated are exclusive of VAT and/or any other applicable taxes or levy, which shall be charged in addition at the rate in force at the date any payment is required from the Client.
- 5.3. If payment of the Fee is not received by any due date, the Service Provider shall be entitled (without prejudice to any other right or remedy):
  - 5.3.1. to charge interest on the outstanding amount at the rate of 4% per annum above the base lending rate of Lloyds Bank plc, accruing daily;
  - 5.3.2. to require that the Client make a payment in advance of any Services or part of the Services not yet made supplied;
  - 5.3.3. not to provide any further Services or part of the Services; or
  - 5.3.4. not to provide any Reports due on completion of the Services (until such payment is made).
- 5.4. All payments shall quote the Service Provider's invoice number and other reference numbers (including where applicable) the Proposal.
- 5.5. All payments required to be made pursuant to this Agreement by either Party shall be made within 25 Business Days of receipt by that Party of the relevant invoice reference number.

## **6. The Client's obligations**

- 6.1. The Client acknowledges and agrees that for the Service Provider to be able to provide the Services the Client shall:
  - 6.1.1. co-operate with the Service Provider as the Service Provider reasonably requires;
  - 6.1.2. provide to the Service Provider such information and documentation as the Service Provider reasonably requires;
  - 6.1.3. make available to the Service Provider the facilities, resources, working space and staff as specified in the Proposal and/or as the Service Provider reasonably requires from time-to-time; and
  - 6.1.4. instruct the Client's staff and agents to co-operate and assist the Service Provider.
- 6.2. The Service Provider may charge the Client for any additional reasonable costs and expenses incurred by the Service Provider caused by the Client's instructions, failure to provide instructions, or failure to comply with Clause 6.1.

## **7. Reporting requirements**

- 7.1. The Proposal shall specify the Outcomes that are to be produced during or on completion of the Services ('Outcomes').
- 7.2. The Service Provider, provided it has received payment of the Fee in full, grants to the Client a non-exclusive licence (without the right to sub-licence) to use the Outcomes. The Service Provider shall own all copyright, database and other intellectual property rights in the Outcomes. Unless expressly stated no other licence to any other intellectual property is implied or granted.

## **8. Protection of confidential information**

- 8.1. Each Party ('Receiving Party') shall not disclose to any third party and keep the Confidential Information of the other Party ('Supplying Party') confidential and secret, whether disclosed to or received by the Receiving Party. The Receiving Party shall only use the Confidential Information of the Supplying Party for performing the Receiving Party's obligations under these conditions. The Receiving Party shall inform its officers, employees and agents of the Receiving Party's obligations under the provisions of this Clause 8, and ensure that the Receiving Party's officers, employees and agents meet the obligations. The Receiving Party

shall not make any copies of, record in any way or part with possession of any Confidential Information.

- 8.2. The obligations of Clause 8.1 shall not apply to any information which:
  - 8.2.1. was known or in the possession of the Receiving Party before it was provided to the Receiving Party by the Providing Party;
  - 8.2.2. is, or becomes, publicly available through no fault of the Receiving Party;
  - 8.2.3. is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure;
  - 8.2.4. was developed by the Receiving Party (or on its behalf) who had no direct access to, or use or knowledge of the Confidential Information supplied by the Supplying Party; or
  - 8.2.5. is required to be disclosed by order of a court of competent jurisdiction.
- 8.3. This Clause 8 shall survive termination of the Services.

## **9. Warranties, liability and indemnities**

- 9.1. The Service Provider warrants that it will use reasonable care and skill in performing the Services and to a standard which conforms to generally accepted industry standards and practices.
- 9.2. If any part of the Services is performed negligently or in breach of the provisions of these conditions then, at the request of the Client (if the request is given within 6 months of the Completion Date), the Service Provider will re-perform the relevant part of the Services, always subject to Clause 9.4 and Clause 9.5 below.
- 9.3. The Service Provider expressly does not warrant that any result or objective whether stated in these conditions or not shall be achieved, be achievable or be attained at all or by a given Completion Date or any other date.
- 9.4. Except in the case of death or personal injury caused by the Service Provider's negligence, the Service Provider's liability under or in connection with these conditions whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever, shall not exceed the Fee paid to the Service Provider under these conditions. The Service Provider has in place professional indemnity insurance in an amount of not less than £2m in aggregate in any one year, and the Service Provider agrees to maintain the insurance referred to in this clause for a period of three years from the commencement of the Services provided that such insurance continues to be available upon reasonable terms at reasonable commercial rates in the insurance market for Service Providers and shall, when reasonably requested by the client, produce for inspection evidence of such insurance. The provisions of this Clause 9.4 shall not apply to Clause 9.6.
- 9.5. Neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill. The provisions of this Clause 9.5 shall not apply to Clause 9.6.
- 9.6. The Client shall indemnify and hold harmless the Service Provider from and against all Claims and Losses arising from loss, damage, liability, injury to the Service Provider employees and third parties, infringement of third party intellectual property, or third party losses by reason of or arising out of any information supplied to the Client by the Service Provider, its employees or Contractors, or supplied to the Service Provider by the Client within or without the scope of these conditions. 'Claims' shall mean all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise); and 'Losses' shall mean all losses including without limitation financial losses, damages, legal costs and other expenses of any nature whatsoever.
- 9.7. Each of the Parties acknowledges that, in entering into these conditions, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in these conditions, and any conditions, warranties or other terms implied by statute or common law are excluded from these conditions to the fullest extent permitted by law. Nothing in these conditions excludes liability for fraud.

## **10. Termination**

- 10.1. Without prejudice to other remedies or rights, either Party may terminate the Services at any time by written notice to the other Party ('Other Party') and the notice taking effect as specified

in the notice subject to the agreement and consent of the other Party and exercisable by giving not less than 30 days written notice to the other at any time prior to the expiry of the Term.

- 10.2. Either Party may immediately terminate this Agreement by giving written notice to the other Party if:
- 10.2.1. any sum owing to that Party by the other Party under any of the provisions of this Agreement is not paid within 30 Business Days of the due date for payment;
  - 10.2.2. the other Party commits any other breach of any of the provisions of this Agreement and, if the breach is capable of remedy, fails to remedy it within 60 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
  - 10.2.3. an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
  - 10.2.4. the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
  - 10.2.5. the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under this Agreement);
  - 10.2.6. anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
  - 10.2.7. that other Party ceases, or threatens to cease, to carry on business; or
  - 10.2.8. control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of this Agreement. For the purposes of this Clause 10, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
- 10.3. For the purposes of sub-Clause 10.2.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
- 10.4. The rights to terminate this Agreement given by this Clause 10 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

## 11. General

### 11.1. Force majeure

Neither Party shall have any liability under or be deemed to be in breach of these conditions for any delays or failures in performance of these conditions which result from circumstances beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, epidemics or pandemics, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than six months, either Party may terminate the Consultancy Services by written notice to the other Party.

### 11.2. Amendments

These conditions may only be amended in writing signed by duly authorised representatives of the Parties.

### 11.3. Assignment and Sub-Contracting

Subject to the following sentence, the Client may not assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under these conditions without the prior written agreement of the Service Provider. A Party may, however, assign and transfer all its rights and obligations under this agreement to any person to which it transfers all of its business, provided that the assignee undertakes in writing to the other Party to be bound by the obligations of the assignor under these conditions. The Service Provider shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or

omission of such other member or sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of the Service Provider.

**11.4. Entire agreement**

These conditions contain the whole agreement between the parties and supersede and replace any prior written or oral agreements, representations or understandings between them. The parties confirm that they have not entered into these conditions on the basis of any representation that is not expressly incorporated into these conditions. Nothing in these conditions excludes liability for fraud. Any conflict between the terms of the Proposal and these conditions shall be resolved in favour of these conditions.

**11.5. Waiver**

No failure or delay by the Service Provider in exercising any right, power or privilege under these conditions shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in these conditions are cumulative and not exclusive of any rights and remedies provided by law.

**11.6. Agency, partnership etc**

These conditions shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in these conditions. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

**11.7. Further assurance**

Each Party shall at the request and expense of the other or any of them execute and do any deeds and other things reasonably necessary to carry out the provisions of these conditions or to make it easier to enforce.

**11.8. Severance**

If any provision of these conditions is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from these conditions and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of these conditions.

**11.9. Announcements**

No Party shall issue or make any public announcement or disclose any information regarding this agreement unless prior to such public announcement or disclosure it furnishes all the Parties with a copy of such announcement or information and obtains the approval of such persons to its terms. However, no Party shall be prohibited from issuing or making any such public announcement or disclosing such information if it is necessary to do so to comply with any applicable law or the regulations of a recognised stock exchange.

**11.10. Interpretation**

In these conditions unless the context otherwise requires:

- 11.10.1. words importing any gender include every gender;
- 11.10.2. words importing the singular number include the plural number and vice versa;
- 11.10.3. words importing persons include firms, companies and corporations and vice versa;
- 11.10.4. references to numbered clauses and schedules are references to the relevant clause in or schedule to these conditions;
- 11.10.5. reference in any schedule to these conditions to numbered paragraphs relate to the numbered paragraphs of that schedule;
- 11.10.6. any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
- 11.10.7. the headings to the clauses, schedules and paragraphs of these conditions are not to affect the interpretation;

- 11.10.8. any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment;
- 11.10.9. where the word 'including' is used in these conditions, it shall be understood as meaning 'including without limitation'.

**11.11. Notices**

- 11.11.1. Any notice to be given under these conditions shall be in writing and shall be sent by first class mail or air mail, to the address of the relevant Party set out at the head of these conditions, or such other address as that Party may from time to time notify to the other Party in accordance with this clause.
- 11.11.2. Notices sent as above shall be deemed to have been received three working days after the day of posting (in the case of inland first class mail), or seven working days after the date of posting (in the case of air mail).
- 11.11.3. In providing the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted.
- 11.11.4. In addition notices shall be deemed to have been duly given if addressed to the most recent address, or e-mail address notified to the other Party.

**11.12. Law and jurisdiction**

The validity, construction and performance of these conditions shall be governed by English and Welsh law and shall be subject to the exclusive jurisdiction of the English and Welsh courts to which the Parties submit.

**11.13. Dispute Resolution**

- 11.13.1. The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.
- 11.13.2. If negotiations under sub-Clause 11.13.1 do not resolve the matter within 60 days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution ("ADR") procedure.
- 11.13.3. If the ADR procedure under sub-Clause 11.13.2 does not resolve the matter within 90 days of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to the courts of England and Wales by either Party.
- 11.13.4. Nothing in this Clause 27 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.
- 11.13.5. The Parties hereby agree that the decision and outcome of the final method of dispute resolution under this Clause 11.13 shall not be final and binding on both Parties.

**11.14. Third parties**

For the purposes of the Contracts (Rights of Third Parties) Act 1999 these conditions are not intended to, and do not, give any person who is not a party to them any right to enforce any of its provisions.

**12. Data Processing**

- 12.1. In this Clause 12, "personal data", "data subject", "data controller", "data processor", and "personal data breach" shall have the meaning defined in the Data Protection Legislation.
- 12.2. The Parties hereby agree that they shall both comply with all applicable data protection requirements set out in the Data Protection Legislation. This Clause 13 shall not relieve either Party of any obligations set out in the Data Protection Legislation and does not remove or replace any of those obligations.
- 12.3. For the purposes of the Data Protection Legislation and for this Clause 13, the Service Provider is the "Data Processor" and the Client is the "Data Controller".
- 12.4. The type(s) of personal data, the scope, nature and purpose of the processing, and the duration of the processing are set out in Schedule 1.

- 12.5. The Data Controller shall ensure that it has in place all necessary consents and notices required to enable the lawful transfer of personal data to the Data Processor for the purposes described in this Agreement.
- 12.6. The Data Processor shall, with respect to any personal data processed by it in relation to its performance of any of its obligations under this Agreement:
  - 12.6.1. Process the personal data only on the written instructions of the Data Controller unless the Data Processor is otherwise required to process such personal data by law. The Data Processor shall promptly notify the Data Controller of such processing unless prohibited from doing so by law;
  - 12.6.2. Ensure that it has in place suitable technical and organisational measures (as approved by the Data Controller) to protect the personal data from unauthorised or unlawful processing, accidental loss, damage or destruction. Such measures shall be proportionate to the potential harm resulting from such events, taking into account the current state of the art in technology and the cost of implementing those measures. Measures to be taken are set out in Schedule 1;
  - 12.6.3. Ensure that any and all staff with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential;
  - 12.6.4. Not transfer any personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are satisfied:
    - 12.6.4.1. The Data Controller and/or the Data Processor has/have provided suitable safeguards for the transfer of personal data;
    - 12.6.4.2. Affected data subjects have enforceable rights and effective legal remedies;
    - 12.6.4.3. The Data Processor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to any and all personal data so transferred; and
    - 12.6.4.4. The Data Processor complies with all reasonable instructions given in advance by the Data Controller with respect to the processing of the personal data.
  - 12.6.5. Assist the Data Controller at the Data Controller's cost, in responding to any and all requests from data subjects and in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators (including, but not limited to, the Information Commissioner's Office);
  - 12.6.6. Notify the Data Controller without undue delay of a personal data breach;
  - 12.6.7. On the Data Controller's written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to the Data Controller on termination of this Agreement unless it is required to retain any of the personal data by law; and
  - 12.6.8. Maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with this Clause 13 and to allow for audits by the Data Controller and/or any party designated by the Data Controller.
- 12.7. The Data Processor shall not sub-contract any of its obligations to a sub-contractor with respect to the processing of personal data under this Clause 13 without the prior written consent of the Data Controller (such consent not to be unreasonably withheld). In the event that the Data Processor appoints a sub-contractor, the Data Processor shall:
  - 12.7.1. Enter into a written agreement with the sub-contractor, which shall impose upon the sub-contractor the same obligations as are imposed upon the Data Processor by this Clause 12 and which shall permit both the Data Processor and the Data Controller to enforce those obligations; and
  - 12.7.2. Ensure that the sub-contractor complies fully with its obligations under that agreement and the Data Protection Legislation.
- 12.8. Either Party may, at any time, and on at least 30 calendar days notice, alter this Clause 13, replacing it with any applicable data processing clauses or similar terms that form part of an



applicable certification scheme. Such terms shall apply when replaced by attachment to this Agreement.

## SCHEDULE 1

### 1. Data Processing

#### Scope

To send communications to Local Authorities and members of the public on behalf of the Food Standards Agency.

#### Nature

Emails to be sent out to personal and work email addresses, names, telephone numbers and job titles of Local Authority officers are also to be displayed in a directory.

#### Purpose

For the Food Standards Agency to be able to inform Local Authorities and the public about food recalls and other urgent food related communications.

#### Duration

For 6 months from contract start.

### 2. Types of Personal Data

- Name
- Email address
- Telephone number
- Job title

### 3. Organisational and Technical Data Protection Measures

**Knowledge of data storage and processing locations** Yes

**Data storage and processing locations** United Kingdom

**User control over data storage and processing locations** No

**Datacentre security standards** Complies with a recognised standard (for example CSA CCM version 3.0)

**Penetration testing frequency** Less than once a year

**Penetration testing approach** Another external penetration testing organisation

**Protecting data at rest** Physical access control, complying with SSAE-16 / ISAE 3402

**Data sanitisation process** Yes

**Data sanitisation type** Explicit overwriting of storage before reallocation

**Equipment disposal approach** Complying with a recognised standard, for example CSA CCM v.30, CAS (Sanitisation) or ISO/IEC 27001

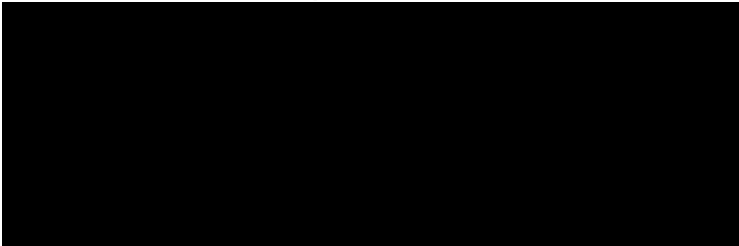
**Security governance approach** We use industry standards to operate our data security management. This includes a named Data Security Manager and data security training provided to all Development and Sales staff that deal in customer data.

**Information security policies and processes** We review our information security policy annually. The whole company is registered with the IASME Cyber Essentials programme. Information Security is a standing item on the Company Management Team agenda. The information security policy is the responsibility of a Board Level Director, who receives reports from the Information Security Officer who is also supported the Software Solutions team.

**Vulnerability management approach** We assess potential threats via our automated vulnerability scanner, OpenVAS, which runs weekly. We monitor for unusual activity that may indicate a system defect being exploited. Areas of the application that involve handling of secure information are prioritised. If a third-party library is used, the development team will research the issues to assess whether there are known flaws which could affect our systems. We receive alerts from the National Cyber Security Centre regarding the latest threats which are forwarded to the development team if relevant. Patches are prioritised and tested on our staging server before released to production.

**Incident management approach** Dedicated support team who respond to incidents. Incident call raised by the "incident commander" who assembles relevant people to action the incident. Incident logged in an issue tracking system. Post-mortem with follow up actions to help detect and mitigate similar issues in the future. Use of a common post-mortem template so we can analyse where the majority of issues stem from. Users report incidents either through the app, or via the support page on the website. The support team then react to this and notify the incident commander.

**I confirm that I/we accept the RH Environmental Limited Terms of Business as set out herein**



Please sign, date and return to:

RH Environmental Ltd  
PO Box 59  
Llandysul  
Ceredigion  
SA44 5WX