



Terms & Conditions

## 1. INTERPRETATION

The following Definitions and Rules of Interpretation apply in these Conditions.

### Definitions:

Anti-Bribery and Corruption Requirements means all Applicable Laws relating to anti-bribery and anti-corruption including the Bribery Act 2010.

#### 1.1. Applicable Law

means all statutes, laws, statutory instruments, bye-laws enactments, orders, rules, regulation or other similar instruments having the force of law in the territory where the Services are supplied.

#### 1.2. Business Day

a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

#### 1.3. Commencement Date

the date on which Hero PA commences performance of the Services, as confirmed by Hero PA on the first invoice issued for the Services.

#### 1.4. Conditions

these general terms and conditions

#### 1.5. Contract

the contract between Hero PA and the Customer for the supply of Services in accordance with these Conditions and the Services Specific Terms.

#### 1.6. Contract Year

each consecutive 3-month period commencing on the Commencement Date and each anniversary of it. Billing is done on the first day of the month and a three month notice period is required in connection to any cancellation. The contract will roll into a new three-month contract until notice to terminate is served.

#### 1.7. Client / Customer

the person, company or organisation who purchases Services from Hero PA.

#### 1.8. Data Subject

an individual who is directly or indirectly identified or identifiable from the Personal Data.

**1.9. Force Majeure Event**

has the meaning set out in clause 17.

**1.10. Initial Term**

in respect of each Contract, has the meaning as set out in the Services Specific Terms for the relevant Services. Hero PA (a Trading Style of Best Number Limited registered in England with company number 10957186 whose registered office is at 10 Kings Court, Harwood Road, Horsham, RH13 5UR.

**1.11. Relevant Anti-Slavery Requirements**

means all Applicable Laws relating to the prevention of modern slavery and human trafficking including the UK Modern Slavery Act 2015.

**1.12. Retail Prices Index**

the Retail Prices Index (all items, excluding mortgages) as published by the Office for National Statistics from time to time or failing such publication, such other index as the parties may agree most closely resembles such index.

**1.13. Required Notice Period**

in respect of each Contract, has the meaning as set out in the Services Specific Terms for the relevant Services.

**1.14. Services**

the Services selected by the Customer to be supplied by Hero PA pursuant to the Contract, as further described in the Services Specific Terms.

**1.15. Services Specific Terms**

the services specific terms appended to these Conditions as applicable to the Services (as amended from time to time

**1.16. Specification**

the written description of the Services made available at [www.hero-pa.co.uk](http://www.hero-pa.co.uk)

Interpretation:

- 1.16.1. A reference to a statute or statutory provision is a reference to it as amended or re-enacted.
- 1.16.2. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or
- 1.16.3. statutory provision.

- 1.16.4. Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.16.5. A reference to writing or written includes email.
- 1.16.6. In the event of any conflict or inconsistency between clauses 1 and 34 of these Conditions (being the General Terms and Conditions) and any term within the Services Specific Terms, the Services Specific Terms shall prevail.

## **2. SCOPE OF CONDITIONS**

- 2.1. The commencement of the provision of the Services by Hero PA (including provision during any trial period) constitutes an offer by Hero PA to supply the Services to the Customer subject to and in accordance with these Conditions and the Services Specific Terms, and the Customer using or agreeing to buy the Services constitutes acceptance of these Conditions and the Services Specific Terms.
- 2.2. These Conditions and the Services Specific Terms apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate including, without limitation, any terms under which a purchase order has been issued, or which are implied by trade, custom, practice or course of dealing.
- 2.3. The Customer's attention is drawn in particular to clause 11 which sets out important details as to how the liability of Hero PA to the Customer is limited.

## **3. SUPPLY OF SERVICES**

Hero PA warrants that it shall supply the Services to the Customer in accordance with the Specification in all material respects and it shall use reasonable skill and care in the performance of the Services. Hero PA shall use reasonable endeavours to meet any performance times or dates specified in the Specification, but time shall not be of the essence for performance of the Services.

## **4. ADVERTISING**

Each party agrees not to use the other party's name, address or logo in publicity materials without the prior written consent of the other party. With exception of any agreed testimonials from existing clients.

## **5. CUSTOMER'S OBLIGATIONS**

### **The Customer shall:**

- 5.1. provide Hero PA with all information and co-operation that Hero PA reasonably requires to enable Hero PA to perform the Services to observe its obligations under the Contract;
- 5.2. provide Hero PA with such information and materials as Hero PA may reasonably require in order to supply the Services in a timely manner, and ensure that such information is complete and accurate in all material respects.

- 5.3. at all times indemnify and hold harmless Hero PA from and against any and all claims, demands, proceedings, damages, penalties, costs, losses, liabilities and expenses of any kind, threatened, claimed or awarded against or otherwise incurred by Hero PA arising out of or in connection with the Transfer of Undertakings (Protection of Employment) Regulations 2006 ('TUPE') as a result of the provision of the Services, or otherwise, including, without limitation, in respect of anything which Hero PA is deemed to have done or omitted to have done in respect of any employee by virtue of TUPE.

## **6. DURATION AND TERMINATION**

- 6.1. The Contract shall commence on the Commencement Date and, except as specified to the contrary in the Services Specific Terms and subject to clause 6.3, it shall continue for the Initial Term. After the Initial Term it shall continue in force and effect unless and until terminated on written notice by either party to the other party on no less than the Required Notice Period.
- 6.2. Where relevant to the Services, the Customer may upgrade the scheme applicable to it at any time. An upgrade will only take effect on the 1st of any one calendar month. The Customer may only downgrade the scheme applicable to it once the Customer has been using that scheme for a minimum of 3 months and thereafter with a 3 month notice period and provided that the relevant Contract for the Services is not the subject of a termination notice served by either party. This can be overridden at the discretion of Hero PA.
- 6.3. Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other immediately on giving notice to the other if:
- 6.3.1. the other party fails to pay any amount due under the Contract on the due date for payment and remains in default no less than 7 days after being notified in writing to make such payment; or
  - 6.3.2. the other party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing of the breach; or
  - 6.3.3. the other party repeatedly breaches any of the terms of the Contract or conducts itself in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract; or
  - 6.3.4. the other party commences negotiations with its creditors, appoints an administrator or receiver or suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply.
- 6.4. Hero PA may terminate the Contract immediately by notice in writing if the Customer is in breach of its obligations as set out in clause 16.1.

## **7. CONSEQUENCES OF TERMINATION**

### **On termination of the Contract for any reason:**

- 7.1. the Customer shall immediately pay to Hero PA all of Hero PA's outstanding unpaid invoices and interest and in respect of the Services supplied but for which no invoice has been submitted and Hero PA may submit an invoice, which shall be payable immediately on receipt; and
- 7.2. The accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected.

## **8. CHARGES AND PAYMENT**

- 8.1. Unless otherwise agreed in writing by Hero PA or specified in the Services Specific Terms, all sums due to Hero PA under the Contract shall be payable within 7 days of receipt of Hero PA's invoice.
- 8.2. All invoices submitted by Hero PA shall be treated as agreed unless the Customer notifies Hero PA in writing of any discrepancies within 3 days of the date of the invoice.
- 8.3. All charges under the Contract shall be subject to VAT at the prevailing rate and shall be paid in full by the Customer without any set-off, counterclaim, deduction or withholding (other than any deduction of withholding tax as required by law).
- 8.4. Hero PA will process payment by the agreed means and make available for viewing or download via a secure link on QuickBooks.
- 8.5. Hero PA may increase the charges for the Services upon serving 30 days notice on the customer.
- 8.6. Without prejudice to any other right or remedy that it may have (including the right to claim a higher rate of interest under the Late Payment of Commercial Debts (Interest) Act 1998), if the Customer fails to pay Hero PA on the due date, Hero PA may:
  - 8.6.1. charge interest on such sum from the due date for payment at the annual rate of 8% above the base lending rate from time to time of NatWest, accruing on a daily basis and compounded quarterly until payment is made, whether before or after any judgement and the Customer shall pay the interest immediately on demand; and
  - 8.6.2. suspend all Services until payment has been made in full.

## **9. DATA PROTECTION AND CALL MONITORING**

- 9.1. Hero PA and the Customer acknowledge that for the purposes of all applicable data protection and privacy legislation in force from time to time in the UK, including the General

Data Protection Regulation ((EU) 2016/679) as amended and incorporated into UK law under the UK European Union (Withdrawal) Act 2018 (the "GDPR"); the Data Protection Act 2018 ("DPA"); and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended (the "Data Protection Laws"), the Customer is the data controller and Hero PA is the data processor in relation to personal data ("Personal Data").

- 9.2. Hero PA shall process all Personal Data relating to the Customer, the Customer's directors, employees, contractors and consultants and any person or organisation from whom Hero PA receives a telephone call, fax or email for or on behalf of the Customer (a "Caller") strictly in accordance with the Data Protection Laws and on the written instructions of the Customer, unless otherwise required by applicable law, in which case, Hero PA shall (to the extent permitted by law) inform the Customer of that legal requirement before carrying out the processing.
- 9.3. This Personal Data may include names, email addresses, telephone numbers, dates of birth and any other types of personal data provided by Callers to Hero PA. For the purposes of the Contract, "process" means any operation or set of operations which is performed on the Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 9.4. Hero PA shall, having regard to the state of technological development and the cost of implementing any measures, take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to:
  - 9.4.1. the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
  - 9.4.2. take reasonable steps to ensure compliance with those measures.
- 9.5. Hero PA shall ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential.
- 9.6. Hero PA shall assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under Articles 32 - 36 of the GDPR.
- 9.7. At the written direction of the Customer, Hero PA shall delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless Hero PA is required to retain Personal Data in order to comply with applicable laws.
- 9.8. Hero PA shall make available to the Customer all information, documentation and assistance reasonably required by the Customer to enable the Customer to verify that Hero PA is in compliance with this clause 10. Hero PA shall permit the Customer (either itself or through third party auditors appointed by the Customer, subject to such third parties being subject to appropriate confidentiality undertakings) to audit Hero PA 's compliance with this clause 10, subject to:

- 9.8.1. a maximum of one audit per year;
  - 9.8.2. the Customer providing Hero PA with reasonable prior notice;
  - 9.8.3. the parties agreeing the scope, time and date of the audit in advance, subject to all audits being carried out during Hero PA 's normal working hours; and
  - 9.8.4. the Customer using all reasonable endeavours to minimise the disruption caused to Hero PA by the audit.
- 9.9. The Customer acknowledges and agrees that details of the Customer's name, address and payment record may be submitted to a credit reference agency, and Personal Data will be processed by and on behalf of Hero PA in connection with the Services.
- 9.10. Hero PA may use anonymised call transcriptions and/or recordings to build models for the improvement and optimisation of the Services. For the avoidance of doubt, these anonymised call recordings and transcriptions will not include any Personal Data.
- 9.11. The Customer shall, in its use of the Services, only monitor or record calls, or instruct Hero PA to monitor or record calls in accordance with Data Protection Laws. Without prejudice to the generality of the foregoing, the Customer shall be responsible for complying with all requirements under Data Protection Laws to provide notice to Callers, and to obtain the necessary consents from the Callers, on such monitoring or recording. The Customer specifically warrants that its use of the Services will not violate the rights of any Caller that has opted out from monitoring or recording of the calls. The Customer hereby instructs Hero PA to monitor and record calls for the purposes of (i) providing the Services (ii) where reasonably necessary, demonstrating that Hero PA is complying with this Agreement and dealing with complaints and data subject requests and (iii) Hero PA's own training and service improvement purposes.
- 9.12. The Customer warrants that the Contract and the Services provided under it will not amount to any breach of any contract or arrangements it has with any of its clients or customers.
- 9.13. Without prejudice to the generality of the other provisions of this clause 10, the Customer warrants that it has and will have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Hero PA and the provision of the Services by Hero PA for the duration and purposes of this agreement.

## **10. CONFIDENTIALITY**

- 10.1. For the purpose of clauses 11.1 and 11.2, "Confidential Information" is defined as:
- 10.1.1. the name, company, firm or organisation, telephone number and other personal and contact details of a Caller (as defined at clause 10.2);
  - 10.1.2. the nature and content of the call, fax or email including any attachments to the fax or email, and any messages, text messages or voicemails left by the Caller.
  - 10.1.3. the existence of the call, fax or email; and
  - 10.1.4. any information identified as confidential at the time of disclosure or ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure.



- 10.2. Hero PA undertakes that it shall not at any time during the Contract, and for a period of 5 years after termination of the Contract, disclose to any person any Confidential Information (except as permitted by clause 11.3) relating to:
  - 10.2.1. the Customer and its directors, employees, contractors and consultants; and
  - 10.2.2. a Caller
- 10.3. Hero PA may disclose Confidential Information:
  - 10.3.1. to its employees, officers, representatives, or advisers who need to know such information for the purposes of carrying out its obligations under or in connection with the Contract. Hero PA shall ensure that its employees, officers, representatives, or advisers to whom it discloses Confidential Information comply with this clause 11; and
  - 10.3.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.4. The Customer undertakes that it shall not at any time during the Contract, and for a period of 5 years after termination of the Contract:
  - 10.4.1. disclose to any person any Hero PA Confidential Information, except as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; or
  - 10.4.2. use any Hero PA Confidential Information for any purpose not directly connected to the performance of the Contract or exercise of rights under the Contract.

## **11. LIMITATION OF LIABILITY**

Professional indemnity limit of £1,000,000 – policy underwritten by Aqueous Management Limited

- 11.1. This clause sets out the entire financial liability of Hero PA (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer in respect of:
  - 11.1.1. any breach of the Contract including any deliberate personal repudiatory breach or any deliberate breach of the Contract by Hero PA, or its employees, agents or subcontractors;
  - 11.1.2. any use made by the Customer of the Services, or the equipment that has been supplied to the Customer under the terms of the Contract or any part of them; and
  - 11.1.3. any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 11.2. Subject to clause 11.3, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 11.3. Nothing in the Contract limits or excludes the liability of Hero PA:
  - 11.3.1. for death or personal injury resulting from negligence;
  - 11.3.2. for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by Hero PA; and

- 11.3.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 11.4. Subject to clause 11.3, Hero PA shall not be liable in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss of information/data or any special, indirect, consequential or economic loss, costs, damages, charges or expenses.
- 11.5. Subject to clause 11.3, Hero PA's total liability to the Customer for all claims or liabilities arising in a Contract Year (in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance of the Contract) shall not exceed one hundred per cent (100%) of the aggregate amounts paid or payable under the Contract by the Customer during that Contract Year subject to a minimum of £500.
- 11.6. Subject to clause 11.3, unless the Customer notifies Hero PA that it intends to make a claim in respect of an event within 12 months of the event, then Hero PA shall have no liability for that event. The Customer's notice to Hero PA must be in writing and must identify the event and the grounds for the claim in reasonable detail.

## **12. SUPPLY CHAIN**

Hero PA shall in respect of each Contract comply with all Relevant Anti-Slavery Requirements and shall not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.

## **13. ANTI-BRIBERY AND CORRUPTION MEASURES**

Hero PA shall in respect of the performance of each Contract comply with all applicable Anti-Bribery and Corruption Requirements and shall not engage in any activity, practice or conduct which would constitute any breach of or any offence under any applicable Anti- Bribery and Corruption Requirements.

## **14. NO OFFERS OF EMPLOYMENT**

- 14.1. In order to protect the legitimate business interests of Hero PA, for the duration of the Contract and for a period of 12 months after its termination, the Customer shall not without the prior written consent of Hero PA, solicit employment directly or indirectly of any person employed by Hero PA in the course of developing, supplying, maintaining or supporting the Services, other than by means of a national advertising campaign open to all-comers and not specifically targeted at such staff of Hero PA . If the Customer commits a breach of this clause, it shall pay on demand to Hero PA a sum equal to 12 month's basic salary of the relevant employee plus the recruitment costs incurred by Hero PA.
- 14.2. The parties confirm that these liquidated damages are reasonable and proportionate to protect the legitimate interest of Hero PA.

## **15. PROPRIETY**

- 15.1. The Customer agrees that it will not use the Services for any matter which in the reasonable opinion of Hero PA constitutes any improper, immoral or illegal purpose and confirms that such use constitutes grounds for immediate termination of the Services by Hero PA.
- 15.2. The Customer undertakes not to send or deliver or cause to be delivered to Hero PA 's premises any noxious, harmful, illegal, immoral, perishable, dangerous or bulky items or materials and in the event of such a delivery Hero PA reserves the right to refuse to accept the items or materials.

## **16. FORCE MAJEURE**

- 16.1. Hero PA shall not be liable for failure to perform obligations, if under the Contract, that failure results from any circumstances beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of Hero PA or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, earthquake or default of suppliers or subcontractors ("Force Majeure Event"), provided it:
  - 16.1.1. has taken all reasonable steps to prevent and avoid the Force Majeure Event;
  - 16.1.2. takes all reasonable steps to overcome and mitigate the effects of the Force Majeure Event as soon as
  - 16.1.3. reasonably practicable;
  - 16.1.4. on becoming aware of the Force Majeure Event, promptly informs the Customer in writing of the Force Majeure Event, the known or anticipated impact of the Force Majeure Event and with a reasonable estimate of the period during which the Force Majeure Event will continue;
  - 16.1.5. as soon as is reasonably practicable after becoming aware of the Force Majeure Event, provides written confirmation and reasonable evidence of the Force Majeure Event to the Customer; and
  - 16.1.6. notifies the Customer when the Force Majeure Event has concluded.

## **17. ASSIGNMENT**

- 17.1. Hero PA may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 17.2. The Customer may not assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract, without the prior written consent of Hero PA.

## **18. ENTIRE AGREEMENT**

- 18.1. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

18.2. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

18.3. Nothing in this clause shall limit or exclude any liability for fraud.

## **19. VARIATION**

19.1. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19.2. Hero PA may vary the Specification, these Conditions and/or the Services Specific Terms on no less than 30 days' prior notice to the Customer.

## **20. WAIVER**

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

## **21. SEVERANCE**

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

## **22. NOTICES**

22.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by fax to its main fax number or sent by email to the address specified by the relevant party.

22.2. Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first class post or other next working day delivery service, at 9:00am on the second Business Day after posting or at the time recorded by the delivery service; or, if sent by fax or email, at 9:00am on the next Business Day after transmission.

- 22.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

### **23. THIRD PARTY RIGHTS**

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of the Contract.

### **24. GOVERNING LAW AND JURISDICTION**

- 24.1. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 24.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

This privacy notice is provided to inform about how and why your personal data is used so that we can be as transparent as possible, and to ensure that you are aware of your rights under data protection legislation.

### **25. The Company**

- 25.1. We are Hero PA, a trading style of Best Number Ltd, of 10 Kings Court, Horsham, RH13 SUR. Our company registration number is 10957186. We are registered with the ICO under registration ZB278381. We can be contacted on 01403 457 247 or at support@hero-pa.co.uk.

### **26. The purpose for processing your data and our basis for doing so**

- 26.1. We Process personal data so we can engage with potential clients through our marketing and networking activities as well as and provide our services to our existing clients. We also process your personal data to maintain communication and to send information about ourselves and our services which we believe is relevant.
- 26.2. When we process your personal data, we must establish our legal basis for doing so and that legal basis can be different depending on circumstances in which we process it. You will see references to the basis of processing e.g., "(Article. 6.1.f)" and this is a reference to the article of the UK General Data Protection Regulation under which we undertake the processing in question.
- 26.3. We process the data you provide directly on email or telephone. For our clients, we process your full name, telephone number(s) and job title. We do this under the legal basis of Article 6.1.f of the UK GDPR 'legitimate interest' as we have a legitimate interest in maintaining our client relationship.

- 26.4. We use brought in B2B lists for the purpose of marketing. These lists have been checked for lawful basis and against the telephone preferencing service as well as the corporate telephone preference service. This data comprises full name and contact details. Our B2B direct marketing is undertaken as a legitimate interest activity under Article 6.1.f UK GDPR. As required by the UK GDPR, we will inform you we have your data as soon as possible, but within one month.
- 26.5. As a client, we will process your name, telephone number and email address, for the purpose of communication you for the duration of our commercial relationship.
- 26.6. Our MessageHub facility will collect your IP address and device details to support fault finding.
- 26.7. If you fail to provide the information required, we will be unable to provide the agreed services to you.

## **27. Communications**

Hero PA may conduct direct marketing activities and call to explain our services. We may also send you an email if we cannot contact you by telephone. As we operate a strictly B2B marketing regime, we conduct this as a legitimate interest activity. You can object to us using your personal data for marketing purposes by contacting us or using the unsubscribe option on an email.

## **28. Recipients of your data**

- 28.1. As a general principle, we will not share your personal data to other recipients without your permission. There are some exceptions to this:
- 28.1.1. It is possible that we might be obliged to disclose personal information in response to a court order or other lawful obligation. Our lawful basis for this is Article 6.1.c - legal obligation.
- 28.1.2. If you do not pay your bills, we may choose to engage a third party to recover any money you owe us. Our lawful basis Article 6.1.f (legitimate interest) as we have a legitimate interest to recover any money owed to us.
- 28.1.3. We use the services of an external accountant who may have limited access to your data. Our lawful basis for this is legitimate interest (Article 6.1.f UKGDPR) as we have a legitimate interest in the management of our accounts.

## **29. Data processed by third parties on our behalf**

- 29.1. We use the services of other organisations in the processing your data. We use Google email and document storage, video conference platforms, telecommunication companies for our phone systems and analytics. We utilise outsourced IT support as well as external support for our call systems.
- 29.2. For business continuity purposes and at times of exceptional load, we utilise the services of an additional call centre company. This company provides dedicated staff to securely remote access our call system.

29.3. Those organisations that process personal data on our behalf are subject to a data processing contract as required by Article 28 of the UK GDPR. This ensures that your data is handled in accordance with the UK GDPR.

### **30. Transferring your data outside of the UK**

We do transfer data outside of the UK as some of our cloud platforms are located overseas in the USA. We ensure that there are approved mechanisms to do so, such as adequacy decisions under Article 45 UK GDPR, standard contractual clauses under Article 46.2 UK GDPR or in exceptional circumstances, allowable derogations under Article 49 UK GDPR. Transfers to the USA are covered by the use of Standard Contractual Clauses.

### **31. Retention Periods**

We will retain your data only for the time we require it for the purposes stated and/ or where we have a legal obligation or other legitimate purpose. We will retain client data for the duration of our contract and following termination, all data is erased. If you request a pause in the service provision, we will retain your data until such time you cancel or inform us otherwise.

### **32. Security**

The UK GDPR requires us to implement technical and organisational measures to protect your data. We have developed policies and procedures to ensure we treat personal data lawfully and keep it secure. We train our staff on the requirements of the legislation and the need for data protection. Our IT systems have protection installed and our online platforms are accessed through user authentication. We have role-based access controls in place. Our systems are backed up to provide availability of data.

### **33. Your Rights**

33.1. The UK GDPR provides you with several rights in relation to the data of your we process.

The rights relevant to our activities are:

- 33.1.1. You have the right to get access to and copies of your personal data
- 33.1.2. You can in certain circumstances, restrict our processing of your data and request us to erase it (although we may have to retain some for legal reasons)
- 33.1.3. You can ask us to rectify any inaccurate information we may be holding

33.2. If you want to exercise any of these rights, contact us on the above email address.

33.3. You also have the right to lodge a complaint about our processing with a supervisory authority - the UK's Information Commissioner's Office.

#### **34. General Terms and Conditions Continued**

- 34.1. Set-up, training, and account management is charged at the hourly rate of £60 per hour, charged in 15-minute increments. Upon set-up, these fees are payable upfront along with the first months' subscription and any account extras. All of which are non-refundable.
- 34.2. The Customer is invoiced monthly, generally every 1<sup>st</sup> of the calendar month. Monthly tariffs and extras are invoiced upfront every month with any excess minutes being payable on the next invoice in arrears. We reserve the right to demand immediate payment for any excess minutes opposed to it being on the next invoice.
- 34.3. Minutes that are not used within the month cannot be 'rolled over', they are lost if not used. Outbound calls are not part of inclusive minutes and are charged at your inbound excess rate in line with your monthly tariff with us.
- 34.4. On each call, using reasonable skill, the operator will determine the priority of a call. This is all down to interpretation at the time so we will not be responsible if something is marked as "low" when it may be considered "high" to the customer, vice-versa.
- 34.5. Any calls that are answered are deemed as billable calls and are charged for unless expressly agreed with the client. The billing of a call commences from when the operator answers the call, up to the point of ACW (after call work) being completed. A minimum charge of 60 seconds applies on all calls, after 60 seconds, it's charged per second with no rounding.
- 34.6. Hero PA reserves the right to terminate calls where communication is not possible, unwanted sales calls, or should the caller be abusive.