



Standard Terms and Conditions

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1. All and any business undertaken between Crisis Worldwide Couriers Ltd Company registration 8304920 (hereinafter referred to as 'the Company') and its customers will be subject to acceptance of the following terms and conditions of trade:

2. No agent, employee or subcontractor of/for the Company may alter in any way these terms and conditions unless previously authorised to do so by the Company in writing.

3. All agreements between the Company and its customers shall be governed by English law and the jurisdiction of the English Courts. We will use the English language for all communications, the contractual terms and conditions, and any information that we are required to supply and all of our communications with you the customer.

The Goods

4. Customers entering into transactions with the Company for the carriage of goods, do so as the owner of the goods, or as agents acting legally and with the authorisation of the owner of the goods. The company is not liable for any act, error, omission, misstatement or misrepresentation by the customer.

5. It is the responsibility of the Customer to ensure that goods requiring transport by the Company are suitably prepared and packaged adequately for transit. The company is not responsible for the damage caused to goods due to insufficient or unsuitable packing as well as any losses associated with improper labelling or addressing of the property. The Company reserves the right to refuse to carry goods not deemed to be packaged appropriately.

6. The company's maximum liability will be the least of:

- a. The invoice value (if it has been sold) of lost or damaged property or (if not) the replacement cost to its owner at the commencement of the transportation including HMRC duties or taxes payable,
- b. The cost of repairing the damage property or,
- c. Goods in transit are insured by the Company to the maximum value of £35,000. If goods in transit hold greater value to the customer, or the customer may suffer consequential losses resulting from damage, loss or non-delivery, the customer is advised to insure against such risks as the Company will not be liable beyond the stated amount.

7. The Company reserves absolute discretion as to the means and route of transit, and the handling and storing goods.

8. Any instructions or business accepted by the Company may, at the discretion of the Company, be fulfilled by the Company itself, its agents or other companies entrusted to carry goods.



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9. The Company will not accept any noxious, dangerous or explosive goods or any items likely to cause damage to the vehicle(s). The Company will not carry passengers or livestock. Unless previously agreed in writing, the Company will not carry bullion, currency, precious stones, valuable antiques or jewellery.

9a. Should the Company be caused to handle such goods (whether knowingly or unknowingly), and unless agreed previously in writing, the Company shall in no way be liable for the goods or any issues arising thereafter.

10. It is the responsibility of the customer to ensure all information provided to the Company regards goods required for transit is accurate. If on arrival, goods are proven to be heavier / bigger than previously advised to the Company, and if the Company is unable to offer transit as a direct result, the Company reserves the right to invoice the customer for 100 percent of the amount quoted by the Company.

11. The Company shall only be liable for any losses or damages if it can be wholly proven that the said losses or damages resulted directly from acts of negligence by the Company.

12. The Company will bear no liability whatsoever for any damages or losses unless so advised within 7 days of the scheduled delivery, and unless so advised in writing, and with a written claim for damages submitted within 14 days of the scheduled delivery.

Quotations

14. Each quotation is offered by the Company on the basis of the total mileage required and/or the weight and/or dimensions of the goods in question. Mileage is calculated from the point of collection to the point of delivery only and costs must be agreed before the Company will undertake any work.

15. The Company reserves the right to operate a minimum call out charge of £15.00.

16. Quotations are offered inclusive of any congestion charges or toll charges that may be incurred by the Company.

Cancellation

17. The Company reserves the right to apply the charges resulting from cancellations by the customer.

Payment

18. All credit accounts are subject to settlement within 30 (thirty) days of invoice. The Company reserves the right to impose a surcharge on all outstanding balances at a rate of 5% per month.

19. The Company will accept cash payment and will issue receipts accordingly.

20. Failure to settle accounts will result in debts being passed to a Debt Recovery agent who may pursue these debts through the courts.



Data Processing Addendum

CRISIS WORLDWIDE COURIERS LIMITED a company registered in England and Wales (number **08304920**) and registered office address at The Dairy, Tithe Farm Moulton Road, Holcot, Northampton, Northamptonshire, England, NN6 9SH, (**Crisis**) supply our services to you (the **Customer**) on our Terms and Conditions (hereinafter referred to as the **Terms and Conditions**).

This Addendum is supplemental to the Terms and Conditions.

This Addendum and the changes to the Terms and Conditions implemented by this Addendum, shall take effect on 25 May 2018 (the **Effective Date**).

Unless the context otherwise requires, references to clauses are to clauses in this Addendum, and references to paragraphs are to paragraphs in the Schedule to this Addendum.

1 Scope of the Addendum

1.1 The parties acknowledge and agree that this Addendum:

- (a) Forms part of the Terms and Conditions;
- (b) Sets out the parties’ respective obligations in respect of the processing of personal data in connection with the provision and receipt of the Services; and
- (c) Amends and replaces the provisions in the Terms and Conditions that relate expressly to the parties’ use of personal data, including any specific clauses relating to data protection and Call Recordings (including the sections headed ‘Data Protection, Privacy and Consents’ and ‘Call Recordings’), and any other provisions in the Agreement that conflict with the terms of this Addendum.

2 Definitions and Interpretation

2.1 Capitalised terms used but not defined in this Addendum shall have the meaning set out in the Agreement.

2.2 The following terms have the following meanings when used in this Addendum:

Applicable Laws: Any laws or regulations, which apply to the use or receipt of the Services in the Territory;

Authorised User: Means representatives of the Customer designated by the Customer to act as authorised users of the Services pursuant to the Agreement;

Customer Additional Data: is any personal data provided by the Customer to Crisis which is not necessary for the performance of the Services and which has not been requested by Crisis;

Customer Personal Data: Has the meaning given in the Schedule;

Customer Website: Means any website operated by the Customer in respect of which Crisis agrees to access to process the Customer Personal Data or Client Personal Data;

Data Protection Legislation: Means (i) Prior to 25 May 2018, the Data Protection Act 1998 (as amended, updated or re-enacted from time to time) and from 25 May 2018, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (**GDPR**) and any national laws implementing the GDPR in the United Kingdom (all as amended, updated or re-enacted from time to time), and any applicable law or regulation which supersedes or replaces any of the foregoing in the United Kingdom; (ii) The Privacy and Electronic Communications (EC Directive) Regulations 2003, and any applicable law or regulation which supersedes or replaces any of the foregoing in the United Kingdom; and (iii) In the case of the Customer, in addition to the foregoing, all applicable laws relating to the processing of personal data, privacy, and the protection of data in electronic communications, all as amended, updated or re-enacted from time to time, and any applicable law or regulation which supersedes, replaces or implements any of the foregoing in the Territory in which the Services are received by the Customer;

Data Protocol: Means a data protocol setting out the types of personal data which may be processed by Crisis in the performance of the Services, the subject matter of the processing, and the duration of the processing, which has been agreed in writing and signed by the parties;

Services: Shall mean the services provided by Crisis to the Customer under the Agreement, including the delivery services (known as “Tracked Delivery Service”) and any bolt-on packages (a range of packages (as may be amended from time to time by Crisis in accordance with the Terms and Conditions), containing additional Service options which have been bundled together in groups of related features);

Term: Shall have the meaning given in the Terms and Conditions;

Territory: Shall have the meaning given in the Terms and Conditions;

2.3 In this Addendum:

- (a) References to any statute or statutory provision shall include any subordinate legislation made under it and any modifications or re-enactments made from time to time. Words imparting the singular shall include the plural and vice versa, and references to persons include an individual, company, corporation, firm or partnership;
- (b) The terms **personal data**, **data controller**, **controller**, **data processor**, **processor**, **process**, **data subject**, **data protection impact assessment**, and **personal data breach** shall have the applicable meaning set out in the Data Protection Legislation.

2.4 The Schedule to this Addendum forms an integral part of this Addendum and any reference to this Addendum means this Addendum together with the Schedule.

3 Relationship with the Terms and Conditions

3.1 In the event of a conflict between the terms of the Terms and Conditions and the terms of this Addendum, the terms of this Addendum shall prevail.

4 Data processing

4.1 Each party agrees that in respect of its processing of Customer Personal Data in connection with the provision or receipt of the Services, it will comply with its obligations set out in this Addendum, the Data Protection Legislation, and any applicable Data Protocol.

4.2 The Customer (as controller) is responsible for complying with Data Protection Legislation in respect of the collection and use of Customer Personal Data for the purposes envisaged by the Terms and Conditions, and for ensuring that it has a lawful basis for its intended use or processing of such Customer Personal Data.

4.3 The Customer shall, in respect of its processing of Customer Personal Data in connection with its use of the Services, ensure that:

- (a) It complies with its obligations under the Data Protection Legislation, and that it processes Customer Personal Data in accordance with the requirements of Data Protection Legislation; and
- (b) The Customer's instructions for the processing of Customer Personal Data by Crisis shall comply with Data Protection Legislation.

4.4 In respect of the Customer Personal Data processed by Crisis on behalf of the Customer, Crisis shall:

- (a) Only process Customer Personal Data on the Customer's behalf where and to the extent necessary to provide the Services and otherwise to perform its obligations under the Terms and Conditions, and only in accordance with the Terms and Conditions, any additional applicable Data Protocol, and any additional reasonable instructions of the Customer (provided that such instructions are within the scope of Crisis's obligations under the Terms and Conditions) unless otherwise required by law or any regulatory body;
- (b) Implement appropriate technical and organisational measures, taking into account the nature and purposes of the processing, for the protection of the security of the Customer Personal Data to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer

Personal Data, appropriate to the nature of the data to be protected, details of which are available from Crisis on request and which measures the Customer shall have the opportunity to review and assess in accordance with its obligations under the Data Protection Legislation (subject to the Customer keeping such information confidential). Crisis reserves the right to revise the technical and organisational measures at any time, without notice, provided that such revisions will not materially reduce the overall security provided for Customer Personal Data that Crisis processes in the course of providing the Services;

- (c) Ensure that personnel who have access to and/or process Customer Personal Data are obliged to keep the Customer Personal Data confidential;
- (d) Not transfer the Customer Personal Data outside of the European Economic Area (EEA) without complying with the provisions of the Data Protection Legislation in respect of such transfer, save that where the Customer uses or accesses the Services outside the EEA, it shall be the Customer's responsibility to ensure that any access to or use of the Customer Personal Data outside of the EEA which results in a transfer of such Customer Personal Data outside of the EEA complies with the provisions of the Data Protection Legislation;
- (e) Notify the Customer without undue delay if Crisis becomes aware of any personal data breach or of any request or objection from a data subject pursuant to the Data Protection Legislation relating to the Customer Personal Data;
- (f) To the extent that the Customer, in its use of the Services, does not have the ability to address a request from a data subject to exercise the data subject's rights under the Data Protection Legislation (including requests for access to personal data; rectification or erasure of personal data; restrictions of processing personal data; and portability of personal data) (a **Data Subject Request**) in respect of Crisis's processing of Customer Personal Data, Crisis shall, upon the Customer's request, insofar as is possible, provide commercially reasonable assistance, at the Customer's cost, to facilitate such Data Subject Request;
- (g) Reasonably assist the Customer, at the Customer's cost, in ensuring compliance with its obligations under the Data Protection Legislation with respect to consultations with supervisory authorities or regulators;
- (h) Provide the Customer with reasonable cooperation and assistance as may be required to fulfil the Customer's obligation under the GDPR to carry out a data protection impact assessment related to Customer's use of the Services, to the extent that the Customer does not otherwise have access to the relevant information, and to the extent that such information is available to Crisis. Crisis reserves the right to require the Customer's written agreement to pay Crisis for such assistance;

- (i) Notify the Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Customer Personal Data transmitted, stored or otherwise processed by Crisis in respect of the Services, of which Crisis becomes aware;
- (j) Maintain records and information regarding its processing activities in respect of the Customer Personal Data to the extent required under the GDPR;
- (k) Allow for audits by the Customer or the Customer’s designated auditor of Crisis’s systems and procedures relevant to the processing of Customer Personal Data, subject to the following requirements:
 - (i) Any information accessed during such audit shall be confidential, and in the case of an audit carried out by the Customer’s auditor, the right to audit shall be subject to the auditor executing a confidentiality agreement acceptable to Crisis in respect of Crisis’s confidential information before the audit;
 - (ii) Any audit report generated in connection with such an audit constitutes confidential information of the parties;
 - (iii) The Customer or auditor carrying out the audit (as applicable) complies with any reasonable requirements or security restrictions that Crisis may impose to safeguard its systems, personal data it holds on behalf of other customers and its own confidential or commercially sensitive information and to avoid unreasonable disruption to Crisis’s business and operations;
 - (iv) The audit is carried out at the Customer’s cost and Crisis reserves the right to require the Customer’s written agreement to pay Crisis for any time expended by Crisis in connection with any such audit, at Crisis’s then current professional services rates, which shall be made available to the Customer on request, which costs shall be reasonable, taking into account the resources expended by Crisis; and
 - (v) Before the commencement of any audit, the Customer and Crisis shall mutually agree on the scope, timing, and duration of the audit.

5 Processors

5.1 Crisis may use the following types of processors who may process Customer Personal Data in connection with the Services:

- (a) Providers of cloud storage
- (b) Data centers



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- (c) Telecommunication providers
- (d) Other delivery companies or self-employed drivers

Details of which providers are available on request to a Customer who is not a competitor of Crisis. The Customer acknowledges that such information is strictly confidential.

- 5.2 The Customer consents to Crisis appointing the processors set out in clause 5.1 above as a processor of Customer Personal Data under the Terms and Conditions, and Crisis shall have in place a written contract with such processors in respect of the processing of Customer Personal Data.
- 5.3 Crisis will notify the Customer of any intended changes or replacements to any such processors or any additional processors, such information to be kept strictly confidential. Within a period of 30 days of the date of notification of such changes, the Customer may object to any such changes to any such processor on reasonable grounds, in which event either party shall have the right to terminate the relevant Service Order Form with respect only to those Services which cannot be provided by Crisis without the use of such processor, on giving the other party 30 days notice, without liability to the other party. If the Customer has not objected to any such changes within a period of 30 days of the date of the notification of the changes, the Customer shall be deemed to have accepted such changes.

6 Customer's obligations

- 6.1 It is the Customer's responsibility (as controller) to determine the lawful grounds under the Data Protection Legislation for the collection of the Customer Personal Data, and for the Customer and Crisis to use the Customer Personal Data for the purposes envisaged by the Terms and Conditions, this Addendum, and any additional Data Protocol.
- 6.2 The Customer warrants that it shall not send any Customer Additional Data to Crisis via, or in connection with its use of, the Services, unless expressly agreed in writing by Crisis and the parties have agreed the terms of such transfer. The Customer acknowledges and agrees that Crisis may use detection techniques to identify any personal data (including any data which may constitute personal data when combined with data processed by Crisis) which may have been submitted by the Customer to Crisis using the Services, and in the event that any personal data is identified, Crisis reserves the right to delete such personal data without reference to the Customer.
- 6.3 Crisis shall have no liability to the Customer in respect of any damage to or deletion or loss of Customer Additional Data, or any effect that the deletion of such Customer Additional Data may have on the Customer's use or the performance of the Services.
- 6.4 The Customer warrants that it shall have lawful grounds under the Data Protection Legislation, and shall obtain all consents and permissions that may be required, and provide all fair processing information required, under the Data Protection Legislation, and any other



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Applicable Laws relating to the processing of personal data, privacy and the protection of electronic communications in the Territory, for the lawful collection, processing and use of the Customer Personal Data:

- (a) By Crisis for the duration and purposes envisaged by the Terms and Conditions and any additional Data Protocol; and
- (b) By the Customer in respect of the Customer's processing of the Customer Personal Data; and

6.5 If the Customer requires Crisis to transfer any Customer Personal Data to a third-party provider engaged by the Customer, it shall be the Customer's responsibility (as controller) to ensure and the Customer warrants that it has:

- (a) Lawful grounds under the Data Protection Legislation for Crisis to transfer the Customer Personal Data to the relevant third-party provider; and
- (b) A data processing agreement in place with such provider,

and the Customer acknowledges and agrees that Crisis has no control over and shall have no liability in respect of how the data is processed by such provider.

6.6 The Customer shall indemnify Crisis against any claims, actions, proceedings, losses, liabilities, damages, fines, penalties, costs and expenses (including any reasonable legal and other professional fees) suffered or incurred by or awarded against Crisis arising out of or in connection with any breach by the Customer of its obligations in clause 6. This indemnity shall replace any indemnity currently provided by the Customer in the Terms and Conditions in respect of processing of Personal Data further to the Customer's instructions.

7 Liability

7.1 Each party's liability under this Addendum shall be subject to the exclusions and limitations of liability in the Terms and Conditions.

8 Change of law

8.1 If there are any changes and/or updates to any Applicable Law (including Data Protection Legislation) or codes of practice issued by the Information Commissioner's Office after the Effective Date which require or make it desirable (as determined by Crisis) for any amendments to be made to this Addendum, the parties shall discuss such amendments in good faith and document any agreed changes in writing.



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9 Severance

- 9.1 If any provision (or part of a provision) of this Addendum is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

10 Governing Law

- 10.1 This Addendum will be governed by and interpreted in accordance with the laws of England and will be subject to the non-exclusive jurisdiction of the courts of England and Wales.



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Schedule

This Addendum sets out the basis on which Crisis processes personal data in the provision of the Services.

Most of the provisions of this Addendum relate to personal data which may be obtained or derived via any features of or as a result of the Services (**Customer Personal Data**) and which Crisis processes on the Customer's behalf.

In addition to the Customer Personal Data which Crisis processes on the Customer's behalf, Crisis may also process personal data in connection with the Terms and Conditions in its own capacity as a data controller (where Crisis is to determine the purposes and means of the processing). For example, Crisis will be the data controller of the contact details of the Customer's representatives. Except where this Addendum refers generally to personal data, the provisions of this Schedule will not apply to such processing but Crisis will undertake such processing in accordance with its legal obligations to data subjects under Data Protection Legislation.

1 Nature and purpose of processing Personal Data by Crisis

- 1.1 Crisis provides courier delivery services and uses the Customer Personal Data to manage the delivery of items in performing its Services.
- 1.2 Crisis takes the protection of personal data very seriously. With effect from 25 May 2018 or earlier, Crisis aims to use a range of techniques for de-identifying and hashing some of the data which it collects (as described in brief detail below), with a view to minimising the extent of personal data which Crisis holds and stores.

Types of Personal Data

- 1.3 The types of personal data which Crisis may process in the provision of the Services will include but is not limited to data such as:
 - (a) The name, address, telephone number and IP address of the Customer's clients or customers and other information relating to an individual necessary for the performance of the Services;
 - (b) The Crisis cookie ID's relating to a Website Visitor's use of the Customer Website. The cookie ID's may be stored with other information relating to the Website Visitor's use of the Website, including the data referred to in paragraph 1.3(a) above, save that where such data would constitute personal data, Crisis is proposing that, from 25 May 2018, unless consent from the Website Visitor has been obtained to the processing of such data for the purposes envisaged by the Terms and Conditions, cookie ID's would only be



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stored with information which has been de-identified or hashed. The cookie ID's will be encrypted in transit and at rest;

Categories of data subjects

- 1.4 The categories of data subjects are likely to be dictated by the goods or services provided by the Customer and the activities undertaken by the Customer.

Duration of processing

- 1.5 The duration of the processing of the Customer Personal Data by Crisis shall be for no longer than is required for the purposes of providing the Services.
- 1.6 Crisis shall not process any additional Customer Personal Data on the Customer's behalf after the end of the provision of the Services, save that Customer Personal Data may be retained in records or back-ups which were produced for the purposes of provision of the Services and Crisis may process this Customer Personal Data as required by law.
- 1.7 After 12 months of the last provision of Services to the Customer, Crisis shall, except to the extent that it needs to retain Customer Personal Data for record keeping or legal reasons, delete all Customer Personal Data processed on behalf of the Customer which is held by Crisis and shall not be liable to the Customer for such deletion of the Customer Personal Data.