

Services Provided To The Homeless

In providing us with any services of whatever nature, whether before, on or after the date of this letter (“the Services”), in consideration of us continuing to retain you to provide the Services, you agree to be bound by the terms of this letter.

1. Confidentiality

1.1 In this letter “Confidential Information” means:

- (a) any information, matter, data, know-how, documents, secrets, dealings, transactions or affairs (however recorded or preserved), whether directly or indirectly disclosed to you by us (or our employees, consultants, members, representatives or advisers) whether before, on or after the date of this letter, concerning our business, affairs, trade secrets, products, finances, clients, prospective clients, contacts, suppliers, advisers, employees, consultants, members, representatives, contractors, plans, intentions, market opportunities, operations, processes, know-how; and
- (b) in relation to our clients and prospective clients, any information, matter, data, know-how, documents, secrets, dealings, transactions or affairs (however recorded or preserved), whether directly or indirectly disclosed to you by us (or our employees, consultants, members, representatives or advisers) whether before, on or after the date of this letter, concerning our clients and prospective clients business, affairs, trade secrets, products, finances, clients, prospective clients, customers, prospective customers, contacts, suppliers, advisers, employees, consultants, members, representatives, contractors, plans, intentions, market opportunities, operations, processes, know-how; and
- (c) any other information that would be regarded as confidential by a reasonable business person.

1.2 You shall keep the Confidential Information confidential and shall not:

- (a) use the Confidential Information except in connection with the provision of the Services; or
- (b) disclose the Confidential Information in whole or in part to any third party, except as expressly permitted by paragraphs 1.3 and 1.4.

1.3 You may disclose the Confidential Information to those of your employees, officers, members, contractors, consultants, representatives or advisers who reasonably require the same in connection with the provision of the Services, provided that:

- (a) You inform such employees, officers, members, contractors, consultants, representatives or advisers of the confidential nature of the Confidential Information prior to disclosure; and
- (b) at all times, you are responsible for such employees', officers', members', contractors', consultants', representatives' or advisers' compliance with the confidentiality and use obligations set out in this letter.

1.4 You may disclose Confidential Information (i) to the extent required by law, provided that, to the extent it is legally permitted to do so, you give us as much notice of such disclosure as possible (ii) with our prior written consent.

1.5 On receipt of an oral or written request from us, you shall:

- (a) return to us all documents, papers, drawings, schedules, programmes of works, computer programmes, software or records containing any Confidential Information, including any of these documents, papers, drawings, schedules, programmes of works, computer programmes, software or records in the possession of any person to whom you have disclosed Confidential Information pursuant to this letter;
- (b) destroy any copies of such material containing Confidential Information;
- (c) erase all Confidential Information from your computer systems.

provided that you may retain any Confidential Information required by you to satisfy your legal requirements (in relation to which the provisions of this letter shall continue to apply).

2. Audit Rights

You agree that at all times, The Charity Commission (or any successor to that organisation) or its agents may obtain information from you, or inspect your records (including electronic records), or enter any of your premises to enable them to monitor the provision of the Services.

3. Length of Obligations

The obligations in this letter shall last indefinitely.

4. Governing Law & Jurisdiction

This letter, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales and the parties to this letter irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this letter or its subject matter or formation (including non-contractual disputes or claims).

5. Data Protection

5.1 Both parties will comply with data protection legislation for the time being in force.

5.2 Without prejudice to the general obligation above, if either party sends personal data to the other party they will comply with the following obligations:

5.2.1 The party which sends the personal data will ensure they have any appropriate consents and notices in place to enable them to transfer that personal data, and so that the party which receives the personal data may use it for the purposes for which they provide it.

5.2.2 The party which receives the personal data will do the following:

5.2.2.1 Apply appropriate measures to ensure that it is kept confidential and secure.

5.2.2.2 Not further transfer the personal data outside of the European Economic Area without first obtaining the consent of the other

party and putting in place appropriate safeguards in relation to the transfer.

- 5.2.2.3 Inform the other party immediately upon becoming aware that a breach of security has taken place.
- 5.2.2.4 Assist the other party in responding to a request from a data subject or regulator so that the other party can fully and promptly comply with its obligations under data protection legislation.
- 5.2.2.5 At the written request of the other party, delete or return personal data unless it is required by law to retain such personal data or has some other good and sufficient justification for retaining such personal data.

Yours Faithfully

Homeless Hampers

Registered Charity No. 1187729

AGREEMENT

We agree to be bound by the terms of this letter.

For and on behalf of [Name.....]

Signed	
Name (Capitals)	
Job Title / Position	
Date	

