

DATA PROCESSING AGREEMENT (DPA)

Serendipiti (IT Services) Limited

Version 2026.02



Table of Contents

Introduction..... 3

Purpose of this Agreement 3

Scope..... 4

Roles & Responsibilities 4

Definitions..... 4

Processing Instructions 5

Confidentiality..... 6

Security Measures 6

Sub-processors 7

International Transfers 8

Data Subject Rights..... 8

Personal Data Breaches..... 9

Audit & Compliance 10

Liability 11

Duration & Termination..... 11

General Provisions..... 12

Schedule 1 – Processing Details (Article 28 UK GDPR) 13

Data Processing Agreement (DPA)

How we process personal data in accordance with UK GDPR

Version 2026.02

Company Name: Serendipiti (IT Services) Limited
Registered Office: 15 High Street, Brackley, Northamptonshire, NN13 7DH
Company Reg No: 05215060
VAT Reg No: 855 2789 82

Introduction

This Data Processing Agreement ("DPA") explains how Serendipiti (IT Services) Limited processes and protects Personal Data when acting on behalf of its Clients in the delivery of IT support, consultancy and managed Services.

As part of providing these Services, Serendipiti may have access to, store, retrieve or otherwise process Personal Data contained within the Client's systems, applications, cloud Services and backup platforms. This processing is carried out solely for the purpose of delivering the agreed Services and in accordance with the Client's documented instructions.

This DPA sets out the respective responsibilities of the Client, as Data Controller, and Serendipiti, as Data Processor, and is intended to satisfy the requirements of Article 28 of the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

This Agreement forms part of the contractual relationship between Serendipiti and the Client and should be read alongside the Client Service Agreement, the Terms of Engagement and, for information regarding our security standards and working practices, the Information Security Commitment.

Where there is any inconsistency between this DPA and the Client Service Agreement in relation to the processing of Personal Data, the provisions of this DPA shall take precedence to the extent necessary to ensure compliance with applicable data protection legislation.

Purpose of this Agreement

The purpose of this Data Processing Agreement is to establish the responsibilities of both the Client and Serendipiti whenever Personal Data is processed during the delivery of the agreed Services.

It explains the safeguards, obligations and procedures that apply when Serendipiti acts as a Data Processor on behalf of the Client and demonstrates our commitment to handling Personal Data lawfully, fairly and securely.

Scope

This Agreement applies whenever Serendipiti processes Personal Data on behalf of the Client whilst providing IT support, consultancy, managed Services, cloud administration, backup Services or any other agreed Services.

It applies regardless of whether the Personal Data is accessed remotely, on-site or through cloud-based systems.

Roles & Responsibilities

For the purposes of UK GDPR:

- The **Client** is the **Data Controller**, responsible for determining the purposes and means by which Personal Data is processed.
- **Serendipiti (IT Services) Limited** acts as the **Data Processor**, processing Personal Data only on behalf of, and under the documented instructions of, the Client.

Nothing within this Agreement transfers ownership or control of the Client's Personal Data to Serendipiti.

Definitions

For the purposes of this Data Processing Agreement, the following terms shall have the meanings set out below.

Client

The organisation receiving Services from Serendipiti under the Client Service Agreement and acting as the **Data Controller**.

Serendipiti

Serendipiti (IT Services) Limited, acting as the **Data Processor** when processing Personal Data on behalf of the Client.

Data Controller

The person or organisation that determines the purposes and means of processing Personal Data.

Data Processor

A person or organisation that processes Personal Data on behalf of a Data Controller.

Personal Data

Any information relating to an identified or identifiable living individual, as defined by UK data protection legislation.

Processing

Any operation performed on Personal Data, whether by automated or manual means, including collecting, recording, organising, storing, retrieving, consulting, using, disclosing, transferring, restricting, erasing or destroying Personal Data.

Data Subject

The individual to whom the Personal Data relates.

Personal Data Breach

A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data.

Sub-processor

Any third party appointed by Serendipiti to process Personal Data on behalf of the Client in connection with the delivery of the agreed Services.

UK GDPR

The United Kingdom General Data Protection Regulation, together with the Data Protection Act 2018 and any legislation that amends or replaces them.

Applicable Data Protection Legislation

All applicable legislation relating to the processing of Personal Data, including the UK GDPR, the Data Protection Act 2018 and any other applicable privacy or data protection laws in force from time to time.

Processing Instructions

Serendipiti shall process Personal Data only for the purpose of delivering the agreed Services and only in accordance with the Client's documented instructions, except where processing is required by applicable law.

Processing activities may include, but are not limited to:

- providing IT support and consultancy
- administering Microsoft 365 and other cloud Services
- maintaining servers, workstations, networks and business applications
- monitoring and managing backup systems
- troubleshooting faults and resolving technical issues
- assisting with system migrations, installations and upgrades
- implementing security measures and responding to security incidents and
- carrying out other activities reasonably necessary to deliver the agreed Services

Serendipiti shall not use Personal Data for its own purposes, disclose Personal Data to unauthorised third parties, or process Personal Data in any manner inconsistent with the Client's documented instructions or applicable data protection legislation.

Where Serendipiti believes that an instruction from the Client may infringe applicable data protection legislation, Serendipiti will notify the Client without undue delay before carrying out the instruction, unless prohibited from doing so by law.

Where applicable law requires Serendipiti to process Personal Data other than in accordance with the Client's instructions, Serendipiti will, where legally permitted, notify the Client before undertaking such processing.

Confidentiality

Serendipiti shall ensure that all employees, contractors and other authorised personnel who may have access to Personal Data are subject to appropriate confidentiality obligations, whether arising under contract, statute or professional duty.

Personal Data shall be accessed only where reasonably necessary for the purpose of delivering the agreed Services and only by personnel who require such access in the performance of their duties.

Serendipiti shall take reasonable steps to ensure that all authorised personnel understand their responsibilities under this Agreement and applicable data protection legislation.

The obligation to maintain the confidentiality of Personal Data shall continue after the termination of this Agreement and the conclusion of the Services provided to the Client.

The confidentiality obligations contained within this Agreement are complementary to, and should be read alongside, Serendipiti's Information Security Commitment, which describes the operational measures and working practices adopted to protect Client information.

Security Measures

Serendipiti shall implement and maintain appropriate technical and organisational measures to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or unauthorised access, taking into account:

- the nature, scope, context and purposes of the processing
- the risks presented by the processing
- the sensitivity of the Personal Data involved and
- the current state of technological development and the cost of implementation.

Such measures shall be designed to ensure a level of security appropriate to the risks associated with the processing of Personal Data and shall be reviewed periodically to reflect changes in technology, threats and operational practices.

Without limitation, Serendipiti's security measures may include, where appropriate:

- access controls and authentication measures
- the principle of least privilege
- encryption or other appropriate methods of protecting data in transit and at rest
- system monitoring, logging and auditing
- malware protection and security patch management
- backup and recovery procedures
- secure disposal of equipment and media

- staff awareness and information security training

Further information regarding Serendipiti's operational security standards, working practices and privileged access controls is contained within the **Information Security Commitment**, which should be read alongside this Agreement.

Nothing within this Agreement shall prevent Serendipiti from improving, replacing or enhancing its security measures from time to time, provided that such changes do not materially reduce the level of protection afforded to Personal Data.

Sub-processors

The Client acknowledges that, in the course of delivering the agreed Services, Serendipiti may engage carefully selected third-party service providers ("Sub-processors") to assist with the processing of Personal Data.

Serendipiti shall ensure that any appointed Sub-processor is subject to written contractual obligations that provide a level of protection for Personal Data that is substantially equivalent to those set out in this Agreement.

Sub-processors may be used to provide Services including, but not limited to:

- cloud hosting and infrastructure
- Microsoft 365 and associated cloud Services
- backup and disaster recovery Services
- remote support platforms
- cybersecurity and monitoring Services
- email security and filtering
- software licensing and service management platforms, and
- other third-party Services reasonably required to deliver the agreed Services

Serendipiti shall exercise reasonable care in selecting and managing its Sub-processors and shall remain responsible for the performance of its obligations under this Agreement where processing is carried out by a Sub-processor.

A current list of Serendipiti's Sub-processors will be made available to the Client upon reasonable written request. Serendipiti reserves the right to appoint, replace or remove Sub-processors where necessary to support the delivery, security or continuity of its Services, provided that any replacement continues to provide appropriate safeguards for the protection of Personal Data.

Where a Sub-processor processes Personal Data outside the United Kingdom, Serendipiti shall ensure that appropriate safeguards are in place in accordance with applicable data protection legislation.

International Transfers

Where the provision of the Services involves the transfer of Personal Data outside the United Kingdom, Serendipiti shall ensure that such transfers are carried out only where appropriate safeguards are in place in accordance with applicable data protection legislation.

Such safeguards may include, where appropriate:

- an adequacy decision recognised by the UK Government
- the UK International Data Transfer Agreement (IDTA)
- the UK Addendum to the European Commission's Standard Contractual Clauses (SCCs), or
- any other lawful transfer mechanism permitted under applicable data protection legislation.

Where Serendipiti engages a Sub-processor that transfers Personal Data internationally, Serendipiti shall take reasonable steps to ensure that the Sub-processor implements appropriate safeguards and complies with the requirements of applicable data protection legislation.

Data Subject Rights

Taking into account the nature of the processing and the Services provided, Serendipiti shall provide reasonable assistance to the Client in enabling the Client to fulfil its obligations in relation to the rights of Data Subjects under applicable data protection legislation.

Where Serendipiti receives a request directly from a Data Subject relating to Personal Data processed on behalf of the Client, Serendipiti shall:

- notify the Client without undue delay
- not respond directly to the request unless authorised or required to do so by applicable law, and
- provide reasonable assistance to enable the Client to respond appropriately

Upon reasonable request, and where technically and operationally practicable, Serendipiti shall assist the Client in responding to requests relating to:

- access to Personal Data
- rectification of inaccurate Personal Data
- erasure of Personal Data
- restriction of processing
- data portability
- objections to processing

The Client acknowledges that responsibility for determining the validity of any Data Subject request, and for issuing any formal response, remains with the Client as Data Controller.

Where assistance requires significant investigation, data extraction, restoration from backups, forensic analysis or work outside the scope of the agreed Services, Serendipiti reserves the right to charge for such assistance at its prevailing professional Services rates, unless otherwise agreed in writing.

Personal Data Breaches

Serendipiti shall notify the Client without undue delay, and in any event no later than **72 hours** after becoming aware of a Personal Data Breach affecting Personal Data processed on behalf of the Client, unless the breach has already been resolved and is not reasonably likely to result in a risk to the rights and freedoms of Data Subjects.

Where reasonably practicable, the notification will include sufficient information to enable the Client to:

- understand the nature of the Personal Data Breach
- assess the likely impact of the breach
- determine whether notification to the Information Commissioner's Office (ICO) or affected Data Subjects may be required
- comply with its obligations under applicable data protection legislation

Following notification, Serendipiti shall provide reasonable assistance to the Client in investigating, containing, mitigating and remediating the Personal Data Breach, taking into account the nature of the Services provided and the information reasonably available.

Serendipiti shall cooperate with the Client and provide further information as it becomes available, recognising that complete information may not always be available immediately following the discovery of a security incident.

Nothing within this Agreement requires Serendipiti to make regulatory notifications directly to the Information Commissioner's Office or to communicate with affected Data Subjects on behalf of the Client unless expressly instructed to do so or required by applicable law.

Data Protection Impact Assessments

Where reasonably requested by the Client, Serendipiti shall provide reasonable assistance to enable the Client to carry out any Data Protection Impact Assessment ("DPIA") required under applicable data protection legislation, taking into account the nature of the processing and the information available to Serendipiti.

Where applicable, Serendipiti shall also provide reasonable assistance in connection with any prior consultation between the Client and the Information Commissioner's Office (ICO) or other competent supervisory authority relating to the processing of Personal Data carried out under this Agreement.

Such assistance shall be limited to the Personal Data processed by Serendipiti on behalf of the Client in connection with the agreed Services.

Where the requested assistance requires significant investigation, technical analysis, documentation or consultancy beyond the scope of the agreed Services, Serendipiti reserves the right to charge for such assistance at its prevailing professional Services rates, unless otherwise agreed in writing.

Return or Deletion of Personal Data

Upon termination or expiry of the Services, and subject to the Client's written instructions, Serendipiti shall, within a reasonable period, return or securely delete Personal Data processed on behalf of the Client, unless applicable law requires its continued retention.

Where the Client requests the return of Personal Data, Serendipiti shall use reasonable endeavours to provide the data in a commonly used electronic format, where technically practicable.

Where secure deletion is requested, Serendipiti shall take reasonable steps to ensure that Personal Data under its control is securely deleted or rendered inaccessible, taking into account the nature of the systems and storage media involved.

This obligation shall not require Serendipiti to remove Personal Data contained within routine system backups, disaster recovery media or archived records where deletion is not reasonably practicable, provided that:

- such data remains subject to appropriate technical and organisational security measures
- it is not restored or processed other than as required for disaster recovery, legal compliance or business continuity purposes
- it is securely deleted in accordance with Serendipiti's normal data retention and disposal procedures when the relevant backup or archive reaches the end of its retention period

The Client acknowledges that responsibility for identifying any data it wishes to retain prior to termination remains with the Client. Where Serendipiti is requested to extract, migrate or export such data, this shall be treated as a chargeable professional service unless expressly included within the agreed Services.

Where the return, extraction, migration or secure deletion of Personal Data requires significant engineering work or Services outside the agreed scope, Serendipiti reserves the right to charge for such work at its prevailing professional Services rates, unless otherwise agreed in writing.

Audit & Compliance

Serendipiti shall, upon reasonable written request, make available such information as is reasonably necessary to demonstrate its compliance with this Data Processing Agreement and applicable data protection legislation.

Where the information provided is insufficient to satisfy the Client's reasonable compliance requirements, the Client may request an audit or inspection of the processing activities undertaken by Serendipiti under this Agreement.

Any such audit or inspection shall:

- be limited to matters directly relating to the processing of Personal Data under this Agreement
- be conducted during normal business hours
- be subject to not less than **30 days'** written notice

- be carried out in a manner that does not unreasonably disrupt Serendipiti's business operations or compromise the confidentiality, security or rights of other clients
- be subject to appropriate confidentiality obligations

Serendipiti shall provide reasonable cooperation with any such audit or inspection.

Unless required by law, regulation or a competent supervisory authority, the Client may exercise its audit rights no more than **once in any twelve-month period** during the term of the Services.

Where an audit requires significant management time, engineering resources or consultancy Services beyond the provision of reasonable evidence of compliance, Serendipiti reserves the right to charge for such assistance at its prevailing professional Services rates, provided that the Client is informed of any such charges in advance.

Liability

Nothing in this Data Processing Agreement shall limit or exclude either party's liability for:

- death or personal injury caused by its negligence
- fraud or fraudulent misrepresentation, or
- any other liability that cannot lawfully be limited or excluded under applicable law

Subject to the above, the liability of each party arising out of or in connection with this Data Processing Agreement shall be governed by, and subject to, the limitation and exclusion of liability provisions contained within the Terms of Engagement and any other contractual documents forming part of the Client Service Agreement.

Nothing in this Agreement shall increase or extend the liability of either party beyond that already agreed under the contractual documents governing the provision of the Services.

Duration & Termination

This Data Processing Agreement shall take effect on the commencement of the Services and shall remain in force for so long as Serendipiti processes Personal Data on behalf of the Client in connection with those Services.

Termination or expiry of the Client Service Agreement or the Services shall automatically bring this Data Processing Agreement to an end, except where any provision is expressly intended to survive termination, including those relating to confidentiality, liability, the return or deletion of Personal Data, and any obligations that continue under applicable data protection legislation.

Termination of this Agreement shall not relieve either party of any obligations or liabilities arising prior to its termination.

General Provisions

This Data Processing Agreement forms part of the contractual relationship between the Client and Serendipiti and shall be read in conjunction with the Client Service Agreement, the Terms of Engagement and any other documents expressly incorporated into those Agreements.

Nothing in this Agreement shall transfer ownership of the Client's Personal Data to Serendipiti or grant Serendipiti any rights to use Personal Data other than as necessary to deliver the agreed Services and to comply with applicable law.

If any provision of this Agreement is found by a court or other competent authority to be invalid, illegal or unenforceable, the remaining provisions shall continue in full force and effect.

No variation to this Agreement shall be effective unless agreed in writing by both parties, except where amendments are necessary to reflect changes in applicable data protection legislation or regulatory guidance. In such circumstances, Serendipiti may update this Agreement by providing reasonable written notice to the Client.

This Agreement shall be governed by the laws of England and Wales, and any dispute arising out of or in connection with it shall be subject to the exclusive jurisdiction of the courts of England and Wales.

In the event of any conflict between this Data Processing Agreement and the Terms of Engagement or Client Service Agreement in relation to the processing of Personal Data, the provisions of this Data Processing Agreement shall prevail to the extent necessary to ensure compliance with applicable data protection legislation. In all other respects, the Terms of Engagement and Client Service Agreement shall continue to apply.

Schedule 1 – Processing Details (Article 28 UK GDPR)

The processing activities described in Schedule 1 form part of this Data Processing Agreement and describe the categories of processing ordinarily undertaken by Serendipiti in the provision of the Services.

Nature of Processing

Serendipiti provides IT support, consultancy and managed Services to the Client. Processing may be occasional or continuous depending upon the nature of the agreed Services and the Client's support requirements. Processing may include accessing, storing, retrieving, transmitting, securing, backing up and deleting Personal Data where necessary to deliver the agreed Services.

Categories of Data Subjects

Personal Data processed may relate to:

- the Client's employees
- directors and officers
- contractors
- agency workers
- customers
- suppliers
- business contacts
- any other individuals whose Personal Data is contained within the Client's systems

Categories of Personal Data

Depending on the Services provided, Personal Data may include:

- names
- postal addresses
- email addresses
- telephone numbers
- job titles
- usernames
- system identifiers
- IP addresses
- Microsoft 365 mailboxes, documents and collaboration data
- business correspondence
- documents and files
- backup data and
- any other Personal Data contained within systems supported by Serendipiti

Purpose of Processing

To enable Serendipiti to provide the agreed IT support, consultancy, maintenance, security, backup, cloud administration and other managed Services.

End of Document

Data Processing Agreement (DPA) – Version 2026.02
Serendipiti (IT Services) Limited