



SwiftScript 
**Virtual Assistant
Business Support**

Terms and Conditions



Terms and Conditions

Last updated: April 2026

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 12 (LIMITATION OF LIABILITY).

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

“Charges”	the charges payable by the Customer for the supply of the Services as set out in the quotation.
“Commencement Date”	has the meaning given in clause 2.2.
“Conditions”	these terms and conditions as amended from time to time in accordance with clause 17.5.
“Contract”	the contract between SwiftScript and the Customer for the supply of Services in accordance with these Conditions.
“Customer”	the firm who purchases Services from SwiftScript.
“Customer Default”	has the meaning set out in clause 5.2.
“Deliverables”	the deliverables set out in the Order produced by SwiftScript for the Customer.
“Intellectual Property Rights”	patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
“Order”	the Customer's order for Services as set out the Customer's written acceptance of SwiftScript's quotation or as otherwise agreed between the parties in writing.
“Services”	the Services, including the Deliverables, supplied by SwiftScript to the Customer as set out in the Specification.
Specification”	the description or Specification of the Services provided in writing by SwiftScript to the Customer.



info@swiftscript.co.uk



www.swiftscript.co.uk



07707 404505



Colchester, Essex

1.2 Interpretation:

1.2.1 A reference to legislation or a legislative provision:

- (a) is a reference to it as amended, extended or re-enacted from time to time; and
- (b) shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.2.2 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.

1.2.3 A reference to writing or written includes email.

2. Basis of contract

2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when SwiftScript issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 Any samples, drawings, descriptive matter or advertising issued by SwiftScript, and any descriptions or illustrations contained in SwiftScript's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.5 Any quotation given by SwiftScript shall not constitute an offer, and is only valid for a period of 30 days from its date of issue.

3. Supply of Services

3.1 SwiftScript shall supply the Services to the Customer in accordance with the Specification in all material respects.

3.2 SwiftScript shall use all reasonable endeavours to meet any performance dates requested by the Customer, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 SwiftScript reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and SwiftScript shall notify the Customer in any such event.

3.4 SwiftScript warrants to the Customer that the Services will be provided using reasonable care and skill.

4. Use of AI and Third-Party AI Providers

4.1 SwiftScript may utilise third-party AI tools, including but not limited to Microsoft Copilot, to support service delivery.

4.2 AI assisted functions may include text drafting, document production and analysis, transcription refinement, and administrative assistance.

4.3 Customers acknowledge that AI generated outputs require human review before reliance, and SwiftScript maintains that human oversight remains essential for ensuring quality and accuracy, and has final oversight of all deliverables.



info@swiftscript.co.uk



www.swiftscript.co.uk



07707 404505



Colchester, Essex

5. Customer's obligations

- 5.1 The Customer shall:
- 5.1.1 ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;
 - 5.1.2 co-operate with SwiftScript in all matters relating to the Services;
 - 5.1.3 provide SwiftScript with access to the Customer's premises, office accommodation and other facilities as reasonably required by SwiftScript for the supply of the Services;
 - 5.1.4 provide SwiftScript with such information and materials as SwiftScript may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects; and
 - 5.1.5 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.
- 5.2 If SwiftScript's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- 5.2.1 without limiting or affecting any other right or remedy available to it, SwiftScript shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays SwiftScript's performance of any of its obligations;
 - 5.2.2 SwiftScript shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from SwiftScript's failure or delay to perform any of its obligations as set out in this clause 5.2; and
 - 5.2.3 the Customer shall reimburse SwiftScript on written demand for any costs or losses sustained or incurred by SwiftScript arising directly or indirectly from the Customer Default.

6. Customer Expectations, AI Capabilities and Human Oversight Clause

- 6.1 SwiftScript Document and Transcription Services utilises artificial intelligence (AI) tools to enhance efficiency and support certain aspects of service delivery.
- 6.2 AI tools are assistive only, not determinative, and do not replace professional judgment. Human oversight remains the responsibility of SwiftScript and Customers are advised not to over-rely on AI-generated insights without undertaking independent verification.

7. Charges and payment

- 7.1 In consideration for the Services, the Customer shall pay the Charges.
- 7.2 Unless otherwise agreed between SwiftScript and the Customer, SwiftScript shall invoice the Customer on completion of the Services.
- 7.3 The Customer shall pay each invoice submitted by SwiftScript:
- 7.3.1 within 10 days of the date of the invoice or in accordance with any terms agreed by SwiftScript and confirmed in writing to the Customer; and
 - 7.3.2 in full and in cleared funds to a bank account nominated in writing by SwiftScript, and time for payment shall be of the essence of the Contract.



info@swiftscript.co.uk



www.swiftscript.co.uk



07707 404505



Colchester, Essex

- 7.4 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by SwiftScript to the Customer, the Customer shall, on receipt of a valid VAT invoice from SwiftScript, pay to SwiftScript such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 7.5 If the Customer fails to make a payment due to SwiftScript under the Contract by the due date, then, without limiting SwiftScript's remedies under clause 13:
- 7.5.1 the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 7.5 will accrue each day at 5% a year above the Bank of England's base rate from time to time, but at 5% a year for any period when that base rate is below 0%; and
- 7.5.2 SwiftScript may suspend the provision of Services under the Contract or any other contract between the parties until such time as all outstanding balances are paid by the Customer; and
- 7.5.3 SwiftScript shall have the right to request that payments be made in advance of the provision of Services to the bank account nominated in writing by the SwiftScript.
- 7.6 All amounts due under the Contract shall be paid in full without any set-off, counter-claim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8. SwiftScript Website

- 8.1 SwiftScript may update the Website from time to time to reflect changes to my services, my client's needs and my business priorities.
- 8.2 The Website is made available free of charge, but SwiftScript does not guarantee that the Website, or any content on it will always be available or be uninterrupted. SwiftScript may withdraw or restrict the availability of all or any part of the Website for business and operational reasons.
- 8.3 The content on the Website is for general information only, and it is not intended to amount to advice on which you should rely. SwiftScript makes no representations, warranties or guarantees whether express or implied, that the content on the Website is accurate, complete or up to date.
- 8.4 Where the Website contains links to other sites and resources provided by third parties, these links are provided for information only. Such links should not be interpreted as approval by SwiftScript of those linked websites or information you may obtain from them. SwiftScript have no control over the contents of those sites or resources.
- 8.5 Where the Customer uploads content to the Website, the Customer warrants that the content does not contain viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.



info@swiftscript.co.uk



www.swiftscript.co.uk



07707 404505



Colchester, Essex

9. Intellectual property rights

- 9.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer, or derivatives of materials provided by the Customer) shall be owned by SwiftScript.
- 9.2 SwiftScript grants to the Customer, or shall procure the direct grant to the Customer of a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables in its business.
- 9.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 9.2.
- 9.4 The Customer grants SwiftScript a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to SwiftScript for the term of the Contract for the purpose of providing the Services to the Customer.
- 9.5 All intellectual property rights in the services, deliverables, and content produced by SwiftScript, involving AI-assisted work, shall be owned by SwiftScript unless otherwise agreed in writing.
- 9.6 Where AI-generated content incorporates third-party tools or software (e.g., Microsoft Copilot), SwiftScript warrants that such content is produced in compliance with applicable **licensing and usage rights**. Customers are granted a **non-exclusive, royalty-free license** to use AI assisted content for the purposes outlined in their engagement with SwiftScript, unless otherwise agreed.
- 9.7 Nothing in this clause shall affect SwiftScript's **pre-existing intellectual property ownership**, nor shall AI assisted work alter **any IP rights assignment arrangements** previously agreed with Customers.

10. Data protection

- 10.1 The parties shall comply with their data protection obligations as set out in Schedule 1 (see below).
- 10.2 SwiftScript ensures that all AI related data processing complies with UK GDPR, EU GDPR, and Applicable Data Protection Laws.
- 10.3 When utilising third-party AI providers, such as Microsoft Copilot, data handling practices adhere to Microsoft's privacy policies ([Microsoft Privacy Statement](#)).
- 10.4 Customers should be aware that AI processing may involve automated handling, but does not replace human oversight, and SwiftScript takes reasonable measures to ensure confidentiality. Customers should avoid submitting sensitive information for AI-based processing unless expressly agreed.



info@swiftscript.co.uk



www.swiftscript.co.uk



07707 404505



Colchester, Essex

11. AI Bias, Training and Accountability

- 11.1 Customer data will not be used to train AI models unless explicitly permitted (in writing) by the customer.
- 11.2 SwiftScript makes reasonable efforts to mitigate AI bias in service output to ensure fairness and compliance with professional standards. However, Customers understand that AI-generated insights and content may reflect inherent patterns and biases found in training data and should not be interpreted as definitive or without potential bias.
- 11.3 Customers should not rely solely on AI-generated outputs where neutrality or fairness is required and Customers are responsible for verifying their suitability before reliance.
- 11.4 SwiftScript shall not be liable for unintended bias unless negligence is established.

12. Limitation of Liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

- 12.1 The limits and exclusions in this clause reflect the insurance cover SwiftScript has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.
- 12.2 References to liability in this clause 12 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 12.3 Nothing in this clause 12 shall limit the Customer's payment obligations under the Contract.
- 12.4 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
 - 12.4.1 death or personal injury caused by negligence;
 - 12.4.2 fraud or fraudulent misrepresentation; and
 - 12.4.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 12.5 Subject to clause 12.4 (Liabilities which cannot legally be limited), SwiftScript's total liability to the Customer arising out of or in connection with the Contract shall not exceed the total of sums paid or payable to SwiftScript under the contract.
- 12.6 Subject clause 12.3 (No limitation of customer's payment obligations) and clause 12.4 (Liabilities which cannot legally be limited), this clause 12.6 sets out the types of loss that are wholly excluded:
 - 12.6.1 loss of profits.
 - 12.6.2 loss of sales or business.
 - 12.6.3 loss of agreements or contracts.
 - 12.6.4 loss of anticipated savings.
 - 12.6.5 loss of use or corruption of software, data or information.
 - 12.6.6 loss of or damage to goodwill; and
 - 12.6.7 indirect or consequential loss.



info@swiftscript.co.uk



www.swiftscript.co.uk



07707 404505



Colchester, Essex

12.7 SwiftScript has given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

12.8 This clause 12 shall survive termination of the Contract.

13. AI Accuracy, Limitations & Customer Responsibilities

13.1 While AI improves workflow efficiency, SwiftScript does not warrant AI generated content to be error free. SwiftScript disclaims liability for indirect or consequential loss arising from AI assisted services, including reputational damage, loss of fees, profits, data corruption, or unintended outputs, as well as in the event of misinformation, delays, or AI driven errors.

13.2 The Customer acknowledges that they are responsible for verifying AI assisted deliverables before relying on them for business or legal purposes and that liability for errors in AI-generated content is limited to cases where negligence can be legally demonstrated, and to the extent specified in Clause 12 (Limitation of Liability).

14. Revisions & Compliance with AI Regulations Clause

14.1 As AI technology evolves, SwiftScript reserves the right to amend AI related clauses in compliance with emerging regulatory frameworks, including the UK GDPR, EU AI Act, and future legislative frameworks governing AI usage. Any revisions to AI usage Terms will be communicated to Customers where applicable.

15. Termination

15.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

15.1.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;

15.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

15.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

15.1.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

15.2 Without affecting any other right or remedy available to it, SwiftScript may suspend the supply of Services under the Contract or any other contract between the Customer and SwiftScript if:

15.2.1 the Customer fails to pay any amount due under the Contract on the due date for payment;



info@swiftscript.co.uk



www.swiftscript.co.uk



07707 404505



Colchester, Essex

- 15.2.2 the Customer becomes subject to any of the events listed in clause 15.1.3 or clause 15.1.4, or SwiftScript reasonably believes that the Customer is about to become subject to any of them; and
- 15.2.3 SwiftScript reasonably believes that the Customer is about to become subject to any of the events listed in clause 15.1.2.

15.3 **Voluntary Termination by the Customer:** Without prejudice to clauses 15.1 and 15.2, the Customer may terminate the Contract at any time by providing SwiftScript with no less than one (1) calendar month's written notice. Upon termination, the Customer shall remain liable for any outstanding fees or charges incurred up to the effective date of termination.

16. Consequences of termination

16.1 On termination of the Contract:

- 16.1.1 the Customer shall immediately pay to SwiftScript all of SwiftScript's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, SwiftScript shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 16.1.2 the Customer shall return any Deliverables which have not been fully paid for. If the Customer fails to do so, then SwiftScript may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

16.2 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

16.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

17. General

- 17.1 Force majeure. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 17.2 Assignment and other dealings. SwiftScript 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. The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of SwiftScript.
- 17.3 Confidentiality. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 17.3.1.



info@swiftscript.co.uk



www.swiftscript.co.uk



07707 404505



Colchester, Essex

- 17.3.1 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 17.3; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority (provided that SwiftScript shall promptly notify the Customer where it is required to make such a disclosure, unless prohibited by law).
- 17.3.2 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 17.4 Entire agreement. 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.
- 17.4.1 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.
- 17.5 Variation. 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).
- 17.6 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 right or remedy. 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.
- 17.7 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Contract deleted under this clause 17.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 17.8 Notices.
- 17.8.1 Any notice 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 email to the address specified in the Order.



info@swiftscript.co.uk



www.swiftscript.co.uk



07707 404505



Colchester, Essex

17.8.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- (c) if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 17.8.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

17.8.3 This clause 17.8 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.

17.9 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 to enforce any term of the Contract.

17.10 Governing law. 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.

17.11 Jurisdiction. 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.

18. Contact information

Questions about the Terms of Service should be sent to me at info@swiftscript.co.uk

Contact address: SwiftScript Document and Transcription Services, 7 Barbour Gardens, Colchester, Essex, CO2 9SA



info@swiftscript.co.uk



www.swiftscript.co.uk



07707 404505



Colchester, Essex

Schedule 1 – Data Processing Terms

DEFINITIONS

Applicable Laws: means:

- a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom.
- b) To the extent EU GDPR applies, the law of the European Union or any member state of the European Union to which SwiftScript is subject.

Applicable Data Protection Laws: means:

- a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.
- b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which SwiftScript is subject, which relates to the protection of personal data.

Customer Personal Data: any personal data which SwiftScript processes in connection with this agreement, in the capacity of a processor on behalf of the Customer.

Data Processing Agreement: means the document to be completed for each Order (the ‘Order’ being in reference to an change of agreement, or a renewal, after completion of the original engagement agreement).

EU GDPR: the General Data Protection Regulation ((EU) 2016/679).

Provider: Police or Child Protection Officers.

Purpose: the purposes for which the Customer Personal Data is processed, as set out in Section 1.6.

SwiftScript Personal Data: any personal data which SwiftScript processes in connection with this agreement, in the capacity of a controller.

UK GDPR: has the meaning given to it in the Data Protection Act 2018.

1. DATA PROTECTION

- 1.1 For the purposes of this Section 0, the terms **controller, processor, data subject, personal data, personal data breach** and **processing** shall have the meaning given to them in the UK GDPR.
- 1.2 Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This Section 0 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
- 1.3 The parties have determined that, for the purposes of Applicable Data Protection Laws, the Customer is the controller, and SwiftScript is the processor of the Customer Personal Data.
- 1.4 Should the determination in Section 1.3 change, then each party shall work together in good faith to make any changes which are necessary to this section0 or the related schedules.
- 1.5 Without prejudice to the generality of Section 1.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Customer Personal Data to SwiftScript for the duration and purposes of this agreement.
- 1.6 In relation to the Customer Personal Data, the Data Processing Annex sets out the scope, nature and purpose of processing by SwiftScript, the duration of the processing and the types of personal data and categories of data subject.



info@swiftscript.co.uk



www.swiftscript.co.uk



07707 404505



Colchester, Essex

- 1.7** Without prejudice to the generality of Section 1.2 SwiftScript shall, in relation to Customer Personal Data:
- (a)** process that Customer Personal Data only on the documented instructions of the Customer, unless SwiftScript is required by Applicable Laws to otherwise process that Customer Personal Data. Where SwiftScript is relying on Applicable Laws as the basis for processing Customer Personal Data, SwiftScript shall notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider (such as the police or a child protection officer) from so notifying the Customer. SwiftScript shall inform the Customer if, in the opinion of SwiftScript, the instructions of the Customer infringe Applicable Data Protection Laws;
 - (b)** implement the technical and organisational measures to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, which the Customer has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
 - (c)** ensure that any personnel engaged and authorised by SwiftScript to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
 - (d)** assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to SwiftScript), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (e)** notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data;
 - (f)** at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the agreement unless SwiftScript is required by Applicable Law to continue to process that Customer Personal Data. For the purposes of this 131.7(f) Customer Personal Data shall be considered deleted where it is put beyond further use by SwiftScript; and
 - (g)** maintain records to demonstrate its compliance with this Section 0.
- 1.8** SwiftScript will not appoint sub-processors without prior agreement of the Customer. SwiftScript confirms that it will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this Section 0. SwiftScript Terms reflect, and will continue to reflect, the requirements of the UK GDPR Data Protection Legislation.
- 1.9** The Customer hereby provides its prior, general authorisation for SwiftScript to transfer Customer Personal Data outside of the UK as required for the Purpose, provided that SwiftScript shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Customer shall promptly comply with any reasonable request of SwiftScript, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the UK Information Commissioner from time to time (where the UK GDPR applies to the transfer).



info@swiftscript.co.uk



www.swiftscript.co.uk



07707 404505



Colchester, Essex