

Personal Data Processing Agreement

NF UK D01 | Template version 1.0 | 22 October 2026

Template for completion and approval before individual issue. Uncompleted copies do not form an agreement. Blue bracketed fields are the particulars to enter; the clauses below contain the substantive terms.

Particulars

Controller legal entity and address	{{controller_details}}
Processor	NurseFlex Ltd, company number 17153168
Related service agreement	{{service_agreement_reference}}
Purpose and processing activities	{{purpose_and_operations}}
Duration and deletion instruction	{{processing_period_and_exit}}
Data subjects and categories	{{data_subjects_and_data_categories}}
Sensitive or criminal-offence data authorised	{{authorised_sensitive_data_or_none}}
Approved locations and subprocessors	{{locations_and_subprocessors}}
Security annex reference	{{security_annex_reference}}
Incident and rights contacts	{{controller_privacy_contact}} / dpo@nurseflex.co.uk

1 Scope and roles

The Controller and NurseFlex agree this schedule only for the service activities identified above where NurseFlex processes personal data on the Controller's behalf. The Controller determines the purposes and means for those activities. Separate recruitment, employment, payroll or legal-compliance activities in which NurseFlex independently determines purposes are not converted into processor activities by this schedule and require the appropriate transparency and controller arrangements.

2 Applicable law and instructions

The parties will comply with applicable UK data-protection legislation. NurseFlex will process the identified data only on documented instructions, including transfers, unless law requires otherwise; it will notify the Controller of that requirement unless legally prohibited. NurseFlex will promptly inform the Controller if it considers an instruction infringes applicable data-protection law and seek resolution before continuing the disputed processing where appropriate.

3 Controller responsibilities

The Controller will establish a lawful basis and any additional conditions required for sensitive information, give required privacy information, restrict instructions to lawful and necessary processing and maintain accurate authorised contacts. It will not send data outside the agreed categories without an agreed lawful instruction and appropriate safeguards.

4 Confidentiality and access

NurseFlex will ensure people authorised to process the data are bound by confidentiality or a statutory duty and receive access only as required for the service. Access must be removed when no longer needed. Confidentiality continues after the service and does not prevent lawful regulatory or judicial disclosure.

5 Security measures

NurseFlex will implement technical and organisational measures appropriate to risk, taking account of the nature and sensitivity of the data. The completed Security Annex records the agreed controls for identity/access management, encryption, logging, segregation, resilience, recovery, patching and incident handling. Neither a blank annex nor a general security claim is evidence that a particular certification or control is in place.

6 Subprocessors

NurseFlex may use only the subprocessors authorised in the completed schedule or under an agreed general authorisation process. For a proposed addition or replacement under general authorisation it will give reasonable advance notice and a genuine opportunity to object on data-protection grounds. Each subprocessor must be bound by equivalent applicable processing duties. NurseFlex remains responsible to the Controller for the subprocessor's performance of those duties.

7 International transfers

NurseFlex will not transfer or permit access to the data outside the authorised locations without the Controller's documented instruction and the safeguards required by law. Where a restricted transfer occurs, the parties will use the appropriate lawful mechanism and necessary assessment and supplementary measures. A service-provider brand or data-centre label alone does not establish transfer compliance.

8 Rights requests and assistance

Considering the nature of processing, NurseFlex will assist the Controller using appropriate measures to respond to data-subject requests. It will promptly forward a request concerning the Controller's data and will not independently decide the response unless instructed or required by law. Assistance includes relevant search, restriction, correction, export and deletion functionality where applicable.

9 Personal data breaches

NurseFlex will notify the Controller without undue delay after becoming aware of a personal-data breach affecting the Controller's data. It will provide information reasonably available on the nature, affected records/people, likely consequences, mitigation and contact, with phased updates if necessary. It will preserve relevant evidence and cooperate on containment and lawful notifications. The Controller remains responsible for decisions and deadlines allocated to it by law.

10 Impact assessments and consultation

NurseFlex will provide reasonable assistance, taking account of available information, with security obligations, data-protection impact assessments and prior consultation required for the service. The Controller is responsible for deciding when its intended processing requires those steps and for documenting the relevant decision.

11 Compliance information and audits

NurseFlex will make available information reasonably necessary to demonstrate compliance with applicable processor obligations and allow and contribute to audits and inspections by the Controller or its mandated auditor. Audit arrangements will protect security, confidentiality and other customers' data without frustrating statutory audit rights. Relevant regulatory access is unaffected.

12 Return deletion and lawful retention

At the Controller's choice and when the service ends, NurseFlex will return or delete personal data and delete remaining copies unless law requires retention. Backup deletion may follow a documented secure cycle with the data protected and not reused for other purposes. NurseFlex will identify any legal retention requirement and provide reasonable completion evidence. Termination does not authorise deletion contrary to a lawful hold.

13 Liability term and acceptance

The related service agreement governs commercial remedies only to the extent consistent with non-excludable data-protection rights and liabilities. This schedule continues for as long as NurseFlex holds the relevant data for the Controller. A material change must be recorded and accepted. The parties' authorised representatives accept the completed schedule and annexes by the recorded method below.

Acceptance and signatures

By signing or recording an agreed electronic acceptance, each party accepts the completed particulars, clauses and attached schedules. The acceptance record must identify the exact version. This is a simple contract and is not executed as a deed.

For NurseFlex Ltd

Authorised name {{nurseflex_signatory}}

Signature or verified acceptance {{nurseflex_signature}}

Date {{nurseflex_signature_date}}

Other party {{counterparty_signatory}}

Capacity or authority {{counterparty_capacity}}

Signature or verified acceptance {{counterparty_signature}}

Date {{counterparty_signature_date}}