

Data Processing Agreement (Template)

Version 1.0 · October 2026 · ICO registration ZC265320

Template notice: this document is a standard template provided for information. It is subject to review by your legal advisers and ours, and is not binding until both parties have signed an agreed version.

1. Parties

This agreement is between the customer named in the order form or account (the "Controller") and Duckham Meridian Group Limited, contact info@dmg-limited.com (the "Processor"), together the "Parties".

2. Purpose and scope

The Processor provides software services, including Orbis ERP, SafeThread, QMS, Regulyse, PTA-POS, CareTower and Modern Family Calendar (the "Services"). This agreement applies where the Processor processes personal data on behalf of the Controller in providing the Services, in line with the UK GDPR and the Data Protection Act 2018.

3. Details of processing

Subject matter: provision of the Services. Duration: the term of the subscription plus any agreed deletion period.

Nature and purpose: hosting, storage, retrieval, display and transmission of data that users enter into the Services.

Types of personal data: names, work contact details, user account details and any other personal data the Controller chooses to enter.

Categories of data subjects: the Controller's staff, contractors, customers, residents, members or other individuals whose data the Controller enters. Special category data is processed only where the Controller configures the Services to do so and has a lawful basis.

4. Processor obligations

The Processor will: (a) process personal data only on the Controller's documented instructions; (b) ensure people authorised to process the data are bound by confidentiality; (c) apply appropriate technical and organisational security measures (section 6); (d) assist the Controller, as reasonably required, with data subject requests, security, breach notification and data protection impact assessments; (e) make available information needed to demonstrate compliance; and (f) tell the Controller promptly if an instruction appears to breach data protection law.

5. Sub-processors

The Controller gives general authorisation for the Processor to use sub-processors for hosting, database, email delivery, payment processing (card details are handled by the payment provider and are not stored by the Processor) and AI-assisted features. The Processor will impose equivalent data protection obligations on each sub-processor, remain responsible for their performance, and give notice of intended changes so the Controller can object on reasonable grounds. A current list is available on request from info@dmg-limited.com.

6. Security measures

Measures include encryption of data in transit (TLS), role-based access controls, one-time-code sign-in for customer accounts, separation of customer data, logging of key account events, least-privilege access for staff, and regular review of these measures.

7. Personal data breaches

The Processor will notify the Controller without undue delay after becoming aware of a personal data breach affecting the Controller's data, and will provide the information the Controller reasonably needs to meet its own reporting obligations.

8. International transfers

Where personal data is transferred outside the UK, the Processor will ensure an appropriate safeguard is in place, such as UK adequacy regulations or the International Data Transfer Agreement or Addendum issued by the ICO.

9. Audits

On reasonable written notice, and no more than once a year unless required by a regulator or following a breach, the Processor will provide information and allow audits reasonably needed to demonstrate compliance with this agreement.

10. Return and deletion

At the end of the Services, the Processor will, at the Controller's choice, return or delete the personal data within a reasonable period, unless the law requires it to be kept.

11. Liability and law

Liability is as set out in the main service terms agreed between the Parties. This agreement is governed by the laws of England and Wales.

12. Signatures

Signed for the Controller: _____ Name: _____ Date: _____

Signed for Duckham Meridian Group Limited: _____ Name: _____
Date: _____