Data Processing Agreement (School Photography)

This Data Processing Agreement ("Agreement") forms part of the arrangements between the school or educational establishment ("Controller") and JP Photographic Ltd. ("Processor") and applies where personal data is processed in connection with school photography services.

This Agreement is entered into pursuant to Article 28 of the UK General Data Protection Regulation (UK GDPR).

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1. Parties

Data Controller:
The school or educational establishment commissioning photography services.

Data Processor:
JP Photographic Ltd.
Company number: 04731146
Registered office: 29 Gildredge Road, Eastbourne, BN21 4RU
Operating office: 4 Burlington Gardens, Portslade, East Sussex, BN41 2DJ
ICO registration number: ZA326458

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2. Subject Matter and Duration

The subject matter of the processing is the provision of school photography services, including the capture, matching, production and ordering of pupil photographs.

This Agreement applies for the duration of the photography services and for as long as the Processor retains personal data in accordance with Section 10 (Retention).

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3. Nature and Purpose of Processing

The Processor shall process personal data for the following purposes:

- Matching pupil images to identifying data supplied by the Controller

- Producing proof images, photographs and related products

- Facilitating ordering by parents and guardians

- Delivering photographic products

- Providing customer support, reorders and replacements

- Maintaining historical image archives for legitimate customer service purposes

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4. Types of Personal Data and Data Subjects

4.1 Types of Personal Data

- Pupil first name and last name

- Class and year group

- Admission number, UPN or other internal school identifier

- Photographic images of pupils

- Order-related information (where applicable)

4.2 Categories of Data Subjects

- Pupils

- Parents and guardians

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5. Controller Responsibilities

The Controller confirms that:

- It has a lawful basis under UK GDPR to disclose personal data to the Processor

- It has provided appropriate privacy information to parents and pupils

- It has authority to instruct the Processor to process the personal data as described

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6. Processor Obligations

The Processor shall:

- Process personal data only on documented instructions from the Controller, unless required by law

- Ensure that persons authorised to process the personal data are subject to a duty of confidentiality

- Implement appropriate technical and organisational measures to protect personal data

- Not engage another processor without informing the Controller in accordance with Section 9

- Assist the Controller in responding to data subject rights requests where applicable

- Assist the Controller with compliance relating to security, breach notifications and data protection impact assessments

- Delete or return personal data at the end of the provision of services in accordance with this Agreement

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7. Security Measures

The Processor implements appropriate security measures, including but not limited to:

- Restricted staff access and role-based permissions

- Secure on-site servers and secure hosting within the EEA

- Encryption of data in transit using TLS

- Secure backups with encrypted off-site storage

- Physical security measures at operating premises

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8. Personal Data Breaches

The Processor shall notify the Controller without undue delay after becoming aware of a personal data breach affecting the personal data processed under this Agreement and shall provide reasonable assistance to enable the Controller to comply with its obligations under UK GDPR.

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9. Sub-Processors

The Controller authorises the use of the following categories of sub-processors:

- Secure data hosting providers (UK and EEA)

- Online ordering platform providers

- Secure backup and disaster recovery providers

- Delivery and fulfilment partners

The Processor shall ensure that sub-processors are subject to data protection obligations no less protective than those set out in this Agreement.

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10. Retention and Deletion

- Pupil images and associated identifying data are retained for up to **14 years from the date of capture**, unless the Controller instructs otherwise or a valid erasure request is received.

- Online ordering server data: Normally, pupil and order data is available online for approximately **24–27 months** from the date of capture. After this period, access is disabled and data is removed from the online ordering system. In exceptional cases, at the request of a school or parent, previously expired data may be temporarily reactivated until the end of the following month to allow late orders. All reactivations are strictly time-limited and deleted once no longer required.

- Backup data is retained for no longer than 90 days.

Upon written instruction from the Controller, the Processor shall securely delete or return personal data, unless retention is required by law.

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11. Audit and Compliance

The Processor shall make available to the Controller information reasonably necessary to demonstrate compliance with this Agreement and shall allow for audits conducted in a reasonable manner, taking into account confidentiality and security.

12. International Transfers

Where personal data is transferred outside the UK, the Processor shall ensure appropriate safeguards are in place in accordance with UK GDPR.

13. Liability

Each party shall be responsible for its own compliance with UK GDPR. Nothing in this Agreement limits liability where such limitation is not permitted by law.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

15. Acceptance

This Agreement forms part of the contractual arrangement between the Controller and the Processor and may be accepted by signature, electronic acceptance, or by the Controller instructing the Processor to proceed with photography services.

JP Photographic Ltd
Authorised signatory: _____
Name: _____
Date: _____

For and on behalf of the School (Controller)
Authorised signatory: _____
Name: _____
School name: _____
Date: _____