

Supplier contract for Process Serving Service

SLA and UK GDPR Data Processing Agreement

VERSION: November 2023

Between:

The Customer: The Centre for Domestic Violence trading as NCDV (National Centre for Domestic Violence), the 'Data Controller'

And:

The Service Provider (SP): The Process Server, acting as a Supplier and the 'Data Processor'

GDPR Data Processing Agreement

Definitions

Personal data	Means any information that can be used to identify an individual.
Processing	Means any operation or set of operations performed on personal data, such as collection, recording, organisation, structuring, storage, adaptation, alteration, retrieval, consultation, erasure, or destruction.
Service Level Agreement	The Service Level Agreement between NCDV and the Process Server

Background

The Data Controller will provide documents to be served by the Data Processor and, in doing so, may collect and process personal data as defined under the UK General Data Protection Regulation (UK GDPR).

The Data Processor is a service provider (and supplier) that will process personal data to assist in conducting the services provided by the Data Controller.

Purpose and Scope

This agreement sets out the terms and conditions under which the Process Server will conduct activities and process personal data on behalf of NCDV in accordance with the requirements of the UK GDPR. The Process Server will process personal data solely for the purpose of providing process serving services to NCDV and in accordance with the instructions given by NCDV.

The Process Server will not use the personal data for any other purpose.

Obligations of the Process Server

The Process Server agrees to:

- Process personal data in-line with the data protection act 2018.
- Not disclose any confidential information or personal data to any person other than to the extent to comply with this agreement or to comply with the law.
- Complete NCDV's data protection awareness training.
- If required to print any paperwork, will only print one copy that is served on the respondent, and one copy to be served on the Police. If any further copies are made in error, these will be shredded or incinerated.
- Use IT equipment running a minimum of 'Windows 10' operating systems as supported by Microsoft or "MacOS11" if running an apple product.
- Update mobile devices with the latest operating system within 60 days of release.
- Regularly install required software updates and have anti-virus software always operating on their hardware.
- Use only agreed email address¹ that are not part of a shared mailbox with non-process serving personnel.
- Ensure your PC screen automatically locks, when not in use for 15 minutes, and is password protected.
- Ensure that digital copies of served papers are not retained on any device whether local or cloud based for longer than 90 days and complete a monthly audit and review of all held digital documents, deleting items-and emptying the recycle bin on a device in use.

- Comply with any request from the Customer (NCDV) to amend, transfer or delete personal data.
- Shall provide a copy of all personal data held and, in the format, reasonably required by the Customer (NCDV) upon request.
- Not subcontract this work or transfer any personal data to a sub-processor without the prior written consent of NCDV and without a written contract in place.
- Report any subject access requests (SAR's) to NCDV, without undue delay to orders@ncdv.org.uk
- Report any personal data breaches to NCDV, without undue delay to orders@ncdv.org.uk.
- Report any complaints they receive to NCDV, without undue delay to orders@ncdv.org.uk.
- Carry out a DBS check every 2 years and provide a copy to NCDV at dbs@ncdv.org.uk. In the case of companies, you agree that any of your staff responsible for handling our data has a DBS check every 2 years.
- Confirm that they (or their employees) have no criminal convictions for a violent, sexual, or fraudulent crime in the last 20 years and have never been subjected to the restrictions of a non-harassment or non-molestation order.

Obligations of NCDV

NCDV agrees to:

- Provide clear and specific instructions to the Process Serve documents.
- Notify the Process Server without undue delay if there is a change in the processing instructions.
- Register with the ICO as the Data Controller.
- Provide GDPR guidance as the Data Controller.
- Make payment to the Process Server as detailed in the service level agreement.

Duration and Termination

This agreement will remain in force for the duration of the processing activities conducted by the Process Server on behalf of NCDV. Either party may terminate this agreement immediately in the event of a material breach by the other party.

Either party may terminate this agreement upon written notice to the other party with 30 days' notice.

Nature of the Parties

The parties involved are separate and not working together as partners or in a principal-agent relationship. This agreement doesn't create any joint venture, trust, fiduciary duty, or any other kind of connection between them, except for the specific contractual relationship mentioned in the agreement. Neither party can act on behalf of the other or claim to have the authority to make commitments for the other party.

It is recommended that the process server has appropriate insurances in place.

Governing Law and Jurisdiction

This agreement will be governed by and construed in accordance with the laws of the jurisdiction in which the Process Server is based. Any disputes arising out of or in connection with this agreement will be subject to the exclusive jurisdiction of the courts of that jurisdiction.

This agreement alongside the service level agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements between the parties relating to the subject matter of this agreement. No amendment or variation of this agreement will be effective unless it is in writing and signed by both parties.



The Centre for Domestic Violence Ltd

Registered Company No. 07917926

Registered Address: Edgeborough House, Upper Edgeborough Road, Guildford,
Surrey GU1 2BJ

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Service Level Agreement

VERSION: November 2023

Between:

The Customer: The Centre for Domestic Violence trading as NCDV
(National Centre for Domestic Violence)

And:

The Service Provider (SP): The Process Server, acting as a supplier

Service Level Agreement

Definitions

The Customer	The Centre for Domestic Violence trading as NCDV (National Centre for Domestic Violence)
The Service Provider (SP)	The process server (PS), acting as a supplier
The solicitor	A solicitor that is on NCDV Solicitors' Panel

Terms of Engagement for Service

The purpose of this document is to set out the minimum levels of service and the procedure that NCDV requires the Service Provider to follow. This document is to be read in-conjunction with the **GDPR Data Processing Agreement**.

This procedure should also be read in conjunction with the Family Justice Council Guidelines 2011 which you can find at ncdv.org.uk/process-server-downloads

Process & procedure

1. NCDV will instruct the Process Server to collect the orders to be served from the Court or will email the Process Server the documents.
2. NCDV will email the Respondent Information Form.
3. The Process Server will confirm receipt of instructions.
4. NCDV will advise the referrer that the order has been granted and that within 24 hours it will be available for download from ASSIST.
5. If the documents have been collected, the Process Server will scan over to NCDV the order and NCDV will upload to the ASSIST database.
6. The Process Server will serve the order on the respondent in accordance with the FJC guidelines.
7. The Process Server will keep the Solicitor updated with service progress.
8. The Process Server will advise the Applicant by text/voice when the order is served.
9. After three unsuccessful attempts, the Process Server will seek further instruction from NCDV.
10. NCDV will instruct the Process Server if further attempts are required.
11. The Process Server will email the Solicitor with a draft statement of service/FL 415 and within 24 hours post/dx/deliver the same to the Solicitor.
12. The Process Server will email a scanned copy of the Statement of Service/FL415 to NCDV
13. NCDV will upload the Statement of Service/FL415 to ASSIST.
14. The Process Server will serve a copy of the order and Statement of Service/FL415 to the police station local to the Applicant.
15. The Process Server will invoice NCDV by email to billing@ncdv.org.uk. The Process Server should not invoice the Solicitor directly.

Substituted Service

Substituted service may not provide the magistrates court with sufficient evidence of good service and personal service should always be attempted. Substituted service should be effected in a last resort situation.

No Respondent Address

If the Process Server receives a Respondent Information Form with no address, then the Process Server will need to make further enquiries. These enquiries can also include NCDV as the organisation may receive information at a later date and can ask the referrer.

Confidential Respondent Addresses

From time to time, NCDV will receive information on the whereabouts of a respondent. However, the information may be subject to non-disclosure to the Applicant. In these cases, the service address should not be included in the Affidavit of Service or FL415

Targets

It is critical that NCDV provides good, timely service to its Solicitors. Furthermore, NCDV is expected to achieve a positive result on serving documents. With this in mind, the maximum level of non-service should not be expected to exceed 10% and should be reviewed on a quarterly basis by the Process Server.

The Process Server is expected to make a first service attempt within 24 hours.

Litigants in Person

NCDV works closely with applicants that do not use Solicitors to represent them. These applicants are known as Litigants in Person (LIP).

With regards to process, LIPs will be treated by the Process Server in exactly the same way as a Solicitor.

NCDV will forward the documents for service complete with a Respondent Information Form to the Process Server; the Process Server will liaise directly with the LIP thereafter.

If a reinstruction is required, this can only be authorised by NCDV.

Dealing with Enquiries

Case details should only be passed to the solicitors firm that is dealing with the Applicant or directly to the Applicant. Any enquiries from other parties on behalf of the Applicant e.g. a mother, etc. should be authorised by the Applicant or Solicitor.

Any enquiries from the Respondent or Respondent's solicitor should be passed to NCDV's Process Serving Manager.

Any enquiries from outside agencies e.g. Woman's Aid, Police, etc. should be passed to NCDV's Process Serving managers.

Invoicing

An example template for invoicing is provided at **Appendix 1**.

NCDV operates a fixed fee remuneration basis; charges can be made as follows:

Basic serve, up to 3 attempts including all disbursements, mileage, collection and swear fee if applicable:	£60.00
For collecting documents from court and emailing to NCDV for another process server to complete service:	£15.00
Exceptional mileage (more than 20 miles from SP registered address and the respondents address):	£10 per instruction

The Process Server is advised to keep a note of any disbursements for their accounts, as they will be able to offset these costs as an expense and reduce their tax bills.

Payment will be made within 30 days of the end of the month following invoice receipt.

Invoices should be sent by email to billing@ncdv.org.uk. Do not post invoices to NCDV.

Signed (on behalf of Service Provider)	
Name (print)	
Date	

Signed (on behalf of NCDV)	
Name (print)	
Date	

Appendix 1

Example Invoicing Template

NCDV
Edgeborough House
Upper Edgeborough Road
Guildford
Surrey GU1 2BJ

From:

Process Server 1
1 The Crescent,
Halesham
GH5 6TH

Invoice Date: 20-7-16
Invoice Number: 11111

Your ref: **PS34343 Linda Smith -V- Peter Smith**

WORK COMPLETED

[Delete as necessary]

1. Documents collected and emailed to NCDV for another process server to serve £15.00
2. Service of documents £60.00, consisting of NNO, PSO, OO, FO, HO,
Other: _____
3. Non serve £60.00
4. Exceptional mileage £10.00

Total £60.00

VAT £ Not applicable

Total £ 60.00

BALANCE DUE IN 60 DAYS FROM DATE OF INVOICE

Cheques should be made payable to: Process Server 1

Account details for electronic payment	
Account Name	Process Server 1
Account Number	12345678
Sort Code	20-20-20
Bank	Barclays Bank PLC