
Transition Law S.H.I.E.L.D

Constitution and Membership Agreement

Incorporating The Voluntary Code of Business Conduct

Valid from 1st January 2022



1) Interpretation

a) In this Membership Agreement the words listed below shall have the following meanings unless the context otherwise requires:

"The Programme" - means The Transition Law S.H.I.E.L.D. Membership Programme.

"Membership" - means the period of time (usually 12 months) that a Member remains approved and each subsequent period of 12 months during the period of this Agreement.

"The Member" - means the individual or business approved for Membership, during the period of their Membership.

"Member in good standing" – means a Member who has agreed to abide by the Constitution of The Programme and complied with any additional updating as required by Law or the S.H.I.E.L.D. programme management since the start of their Membership.

"Member Benefits" - means a list of services offered to members without charge during the period of their Membership.

"The S.H.I.E.L.D. Website" - means the website and webspace allocated to the URL www.transitionlawshield.com or other URL as decided from time to time by the Management of the Organisation.

"The ICO" - means the UK Information Commissioners Office.

"Mini Audit" - means a consultation with a legal adviser approved by the S.H.I.E.L.D. Membership programme to determine the need for any updates or remedial work within the members business protocols prior to renewal of membership.

b) Where the context so admits the singular shall include the plural and the masculine gender shall include the feminine, and in each case vice versa.

c) References in this Agreement to any statute shall include any statute or statutory provision which amends, extends, consolidates or replaces it from time to time.

d) Each Member agrees that nothing in these Terms and Conditions of Membership shall give the Member any rights in respect of any logos trade names or trademarks used by Transition Law or Transition Law S.H.I.E.L.D. beyond their approved use during the term of membership.

2) Voluntary Code of Practice

Each Member agrees to abide by '*The S.H.I.E.L.D. Voluntary Code of Practice*' as follows:

General

a) During the 12 (twelve) months of their S.H.I.E.L.D. Membership each Member agrees that they will ensure their business conforms the S.H.I.E.L.D. Voluntary Code of Practice which is contained within Clauses 2(a) - 2(n) of this agreement.

b) Each Member will maintain the Data Processing practices of their business up to date and in good order and comply with prevailing Data Protection Regulations.

c) Each Member agrees and understands S.H.I.E.L.D. Membership is granted to those businesses who wish to act in a compliant manner. Membership will be suspended or refused if not already granted to any Member or prospective Member who the Officers of the programme know or suspect does not intend to maintain compliant practices within their business.

d) Members must adhere to both the letter and the spirit of the Law.

e) Each Member agrees to do nothing to bring the good name of Transition Law S.H.I.E.L.D. into disrepute and specifically they will notify the Programme management if they become the subject of Enforcement Action or investigation by the Information Commissioners Office. (ICO)

Transparency in Dealings

f) Marketing: Each Member agrees to maintain transparency in their Data Protection dealings with Members of the Public and other Businesses. Members will particularly ensure their Marketing activity follows the various Data Protection Laws and Regulations.

g) Legitimate Interests: Each Member agrees to maintain transparency in their Data Protection dealings with Members of the Public and other Businesses such that prior to using the Lawful Basis of Legitimate Interest they will ensure they have carried out and recorded in writing a satisfactory Legitimate Interest Assessment for the relevant activity.

h) Subject Access Requests: Each Member agrees to maintain transparency in their Data Protection dealings with Members of the Public and other Businesses they will conduct a policy of responding urgently to any Subject Access Requests and in any event within the prescribed timescale and record in writing their response in line with the Data Protection Regulations.

i) Data Breach: Each Member agrees to maintain transparency in their Data Protection dealings with Members of the Public and other Businesses they will conduct a policy of responding urgently to any suspected Data Breaches and in any event

within the prescribed timescale and record in writing their response in line with the Data Protection Regulations.

j) Staff Training: Each Member agrees that to help generate a culture of compliance and awareness, where staff are employed within their Organisation they will conduct and record satisfactory staff Data Protection training suitable to their business type and size.

k) Acting with Integrity: Each Member agrees they will not represent themselves to their Consumers, the General Public or their Suppliers as a compliant business for data protection if they have reasonable grounds to believe that they are not or are no longer compliant under the Regulations.

Promotion of Membership

l) Each Member agrees to promote their Membership of S.H.I.E.L.D. in a positive way to demonstrate their adherence to this Code of Practice and indicate their support for the application of Data protection Law in the wider business community.

m) Each Member will be issued with the latest version of the S.H.I.E.L.D. programme logo and a unique link to the S.H.I.E.L.D. Website. It is an express term of Membership that to gain access to the various Free Member benefits, Members will use the S.H.I.E.L.D. logo and link on their approved Website(s). The logo may also be used on emails and business paperwork if desired.

n) Each Member agrees they will use the S.H.I.E.L.D. logo only in relation to promoting their business activity by demonstrating their Data Protection Protocols, in a manner which consistent with the aims of this voluntary Code of Conduct.

3) Commencement of Membership

a) Each Member agrees their membership shall last for a period of 12 months. Renewed thereafter by agreement of the parties for further and subsequent periods of 12 months.

b) Each Member agrees their membership shall only commence when both of the following activities are complete.

i) The Member's business has been successfully assessed by an authorised S.H.I.E.L.D. assessor and;

ii) The Member has completed and returned a signed copy of the GDPR Installation Checklist & S.H.I.E.L.D. Application Form.

c) Each Member understands that acceptance for Membership of the S.H.I.E.L.D. programme does not imply, warrant or guarantee in any way that their business practices are compliant with GDPR or any other Data Protection statute, Regulation or other Law and no culpability or responsibility rests or can be brought to rest in Law with the S.H.I.E.L.D. programme, its Officers or agents.

4) Renewal of Membership

- a) Each Member agrees it is the individual Members responsibility to apply for renewal of their Membership prior to its expiry date in writing and accept that continued membership will be subject to confirmation that the member is currently compliant with the prevailing Data Protection Laws which apply to their business.
- b) Each member agrees that renewal of membership shall be subject to conducting a 'Mini Audit' consultation with an approved S.H.I.E.L.D. programme legal adviser and the satisfactory conclusion of any compliance remedial work as determined by the 'Mini Audit' consultation.
- c) Each member agrees that if their membership expires or renewal of membership is denied due to non compliance their Website page shall be annotated 'MEMBERSHIP EXPIRED - SHIELD INVALID' until such time as they become compliant again or 12 months has expired after which time the entry will be deleted.

5) Free Member Benefits

- a) Each member during the period of their Membership is entitled to a number of specific member benefits. The benefits are determined by the management of the programme having negotiated them with professional providers.
- b) The member benefits will be advertised as such from time to time and will usually be in place for at least one calendar year. The benefits may be changed without notice. As and when alterations are made to the benefits these Terms and Conditions will be updated accordingly.
- c) Member Benefits may be used once per event, incident or query. E.G. One telephone call per Subject Access Request.

Currently the Member Benefits are as follows:

- i) **Telephone Advice Helpline** - Up to 15 Minutes conversation regarding Data Protection matters with a S.H.I.E.L.D. telephone adviser.
- ii) **Compliant Marketing advice** - Up to 15 Minutes conversation regarding Data Protection Marketing with a S.H.I.E.L.D. telephone adviser.
- iii) **Subject Access Request Advice** - Up to 15 Minutes conversation regarding Subject Access Requests with a S.H.I.E.L.D. telephone adviser.
- iv) **Data Breach Response Advice** - Up to 15 Minutes conversation regarding Data Breach issues with a S.H.I.E.L.D. telephone adviser.
- v) **Supplier Audit assistance** - Up to 15 Minutes conversation regarding Auditing Suppliers with a S.H.I.E.L.D. telephone adviser.

vi) Competitors Compliance check - 15 Minutes work and opinion regarding a Company's Compliance by a S.H.I.E.L.D. telephone adviser.

vii) One Annual 'Mini Audit' telephone consultation to discuss relevant update(s) to the Regulations applicable to the members business.

d) On termination or suspension of Membership the Member Benefits will cease to be made available to the relevant Member.

6) Termination of Membership

a) Either party may terminate this Agreement at any time by giving one month's notice in writing to the other party.

b) In the event of a voluntary termination of this Agreement by the Member pursuant to clause 6(a) above the Member's page will be deleted immediately.

c) Termination of this Agreement without notice may occur where the management and Officers of the S.H.I.E.L.D. programme know or reasonably suspect that a Member is in breach of these terms and conditions.

d) Upon termination of this Agreement the Member shall discontinue all use of the S.H.I.E.L.D. Programme Trade Marks and any intellectual property and refrain from using or referring to any of its logos, Trademarks or Business methodology in relation to the Member's business.

7) The S.H.I.E.L.D Website

a) In return for demonstrating and maintaining their intention to abide by the S.H.I.E.L.D. Voluntary Code of Practice, each Member will be provided with a unique page on the Website containing their business details and current Membership status.

b) Access to the website is provided to Members and the Public without charge. Whilst we endeavour to ensure that the content of the Website is accurate and updated, we do not make any representations nor give any warranties of any kind (express or implied) with respect to the contents or operation of the Website and any such representations and warranties are expressly excluded.

c) The Website is made available on the basis that (except in respect of fraud or of death or personal injury caused by our negligence), all liability whatsoever for any losses, claims, actions or damage, whether direct or indirect, arising out of or in connection with your use of this website, or your reliance upon the contents of this website, are excluded to the fullest extent permitted by law including but not limited to any liability for computer service or system failure, access delays or interruption, data non delivery or mis-delivery, computer viruses or other harmful components, breaches of security or unauthorised use of the system arising from "hacking" or otherwise.

d) The S.H.I.E.L.D. Programme does not warrant that use of the website will be uninterrupted and error free. If we discover any typographical, clerical or other error or

omission in any page posted on the website then such error shall be subject (as soon as practicable) to correction or deletion (as appropriate) without any liability on our part.

e) The Programme reserves the right to make changes to the Website and these Terms and Conditions at any time without notice. It is the Member's responsibility to revisit the Website from time to time and in any event at least Annually, to review this notice. Any revised terms shall take effect as at the date of its posting on the Website.

8) Contact with S.H.I.E.L.D. Members

a) It is an express term of this agreement that all Members of the S.H.I.E.L.D. Programme are entitled to contact S.H.I.E.L.D. Head Office by telephone for Legal Advice regarding Data Protection matters in accordance with Clause 5 of this Agreement.

b) Any additional legal work or visits to a Member's business premises requested by the Member will incur costs at the prevailing rate of fees.

c) Members of S.H.I.E.L.D. agree to be contacted by telephone and email regarding updates to Law and Procedures relating to Data Protection matters and any other matters which in the judgment of the management of the S.H.I.E.L.D. programme would bring value to the Member including Legal information, Notices and Articles regarding Legal Services and Business Protection.

9) Governing Law

The content of this agreement, the use of the Website and any dispute arising out of the website and your relationship as a Member are governed by English law and shall be subject to the exclusive jurisdiction of the English Courts in every particular including interpretation.

This agreement shall be deemed to have been made within England and Wales and the parties hereby submit to the exclusive jurisdiction of the English Courts.

10) Data Protection

GDPR and Data Privacy matters relating to S.H.I.E.L.D. Membership are dealt with according to the Policies of Transition Law which can be seen Online at www.transitionlaw.com/privacy-policy.

NB: If you have a query regarding Membership that is not addressed here, please contact the Programme Management by e-mailing them at shield@transitionlaw.com