

PRODUCT TERMS - SAAL (ENGLISH LAW) | INTEGRATED BUSINESS SOLUTIONS

1. SCOPE.

These Product Terms apply whenever Customer licenses Capita Integrated Business Solutions software Products (including their individual components and modules) as a SaaS Product (as defined in the Master Terms). These Product Terms are incorporated into the Product Order and, together with the Master Terms and the Professional Services Terms (if applicable), form part of the Agreement between Capita and Customer. In some cases additional or modified rights to those provided in these Product Terms will be included in a Product Order.

2. DEFINITIONS AND INTERPRETATION.

Capitalised terms used in these Product Terms but not defined below are defined in the Master Terms.

“Authorised Purpose” has the meaning given to it in Paragraph 3.2 below.

“Business Day” means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

“Customer Environment” means the part of the Customer System (including any operating systems, server, mainframe, computer or other device) on which the Product(s) are installed, as specified in the applicable Product Order.

“Maintenance Release” means any update, release, patch or other adaptation or modification of the Product, including any updated Documentation, that Capita may provide to Customer from time to time as part of the Support Services during the Usage Period, which may contain amongst other things, error corrections, enhancements, improvements, or otherwise amend the Product, but does not include any New Version or New Module.

“Managed Services” means the managed services detailed in the applicable Product Order, which are to be provided by Capita

to Customer and which shall form part of the Support Services.

“Managed Services Fees” means the fees payable by Customer to Capita for the Managed Services, as set out in the applicable Product Order and which shall form part of the Support Fees.

“Master Terms” means the Master Terms that, together with the Product Order, these Product Terms and, if applicable, the Professional Services Terms, form the Agreement between Capita and Customer, and which can be found at the following URL:

<https://www.capitasoftware.com/customertersandconditions>.

“New Module” means any new software component, module or part of the Product that provides additional functionality to the Product that Capita may from time to time introduce and market generally as a distinct licensed product and which Capita may make available to Customer at an additional cost under a separate Product Order.

“New Version” means any new version of the Product (other than a New Module) that Capita may from time to time introduce and market generally as a distinct licensed product and which Capita shall provide to Customer from time to time as part of the Support Services during the Usage Period.

“Sites” means the premises where the Customer Environment on which the Product(s) shall be installed is located, as set out in the applicable Product Order.

“Support Hours” means 08:00 to 18:00 (GMT) on Business Days.

“Territory” means the territory set out in the Product Order.

Unless otherwise specified, reference to Paragraphs in these Product Terms shall be to the paragraphs of these Product Terms or any annexures. References to Sections in these Product Terms shall be to the sections of the Master Terms.

3. **USAGE RIGHTS.**

3.1 Grant of Usage Rights. Subject to and in consideration of Customer's payment of the Licence Fees and compliance with all other terms and conditions of the Agreement, Capita grants to Customer during the Usage Period specified in the applicable Product Order, a non-exclusive, non-transferable, non-sublicensable licence for Customer and its Listed Affiliates to use the Product(s) (in object code form only) listed on the applicable Product Order (including any Maintenance Release and any New Version provided to Customer pursuant to the provision of Support Services) solely for the Authorised Purpose within the Territory.

3.2 Authorised Purpose. The "**Authorised Purpose**" is the receipt of, and use of, the Product(s) on the Customer Environment at the Site(s) for the internal business operations of Customer and its Listed Affiliates, in accordance with the Documentation and the terms of the Agreement.

3.3 Scope of Licensed Access and Use. The total number of Authorised Users will not exceed the numbers set out in the Product Order, except as expressly agreed by the Parties and subject to any appropriate adjustment of the Licence Fees payable under the Agreement. Where Capita hosts the Product(s), Capita may monitor Customer's use of the Product(s) in order to assess whether Customer is complying with the Usage Rights and its obligations under the Agreement.

4. **SERVICE LEVELS**

4.1 Subject to the terms and conditions of the Agreement, Capita will use reasonable efforts to meet or exceed the service levels set out in Annex 1. The Client acknowledges that the timescales referenced in the service levels are indicative/estimates only and that, due to the potential complexity of rectifying technical problems, no warranty or indemnity whatsoever is given by Capita that any timescales will actually be achieved.

5. **HOSTING**

5.1 Hosting. If the applicable Product Order states that Capita or a Hosting Provider will host the Product(s), Capita or such Hosting Provider (as applicable) will be responsible for the hosting environment for the Product(s) (including its individual components and modules). If the Product Order does not state that Capita or a Hosting Provider will host the Product(s), then Customer shall be responsible for hosting the Product(s) itself or procuring a Hosting Provider to host the Product(s).

5.2 Where Capita or a Hosting Provider appointed by Capita is responsible for the hosting environment, the obligations on Customer in respect of the Customer Environment shall not be applicable. For clarity, this paragraph 6.2 shall not affect any terms under the Agreement relating to the Customer Systems.

6. **SUPPORT SERVICES AND PROFESSIONAL SERVICES.**

6.1 Support Services. Subject to payment by Customer of all charges payable under the Agreement and Customer's compliance with its obligations under the Agreement, during the Support Period, Capita will provide the following Support Services:

6.1.1 the Support Services specified in Annex 1;

6.1.2 provision of Maintenance Releases in accordance with Paragraph 6.2 below;

6.1.3 if applicable, provision of New Versions in accordance with Paragraph 6.3;

6.1.4 at its sole discretion, enhancement of the Product(s) to cater for relevant statutory billing and legislative requirements;

6.1.5 if requested by Customer, additional support and maintenance in accordance with Paragraph 6.8 below;

- 6.1.6 any Managed Services specified in the applicable Product Order; and
- 6.1.7 any other Support Services specified in the applicable Product Order.
- With the prior written agreement of Capita, Capita will provide Support Services outside of the Support Hours, subject to payment of additional charges at the rates specified in the applicable Product Order.
- 6.2 Maintenance Releases.
- 6.2.1 All Maintenance Releases provided by Capita to Customer are deemed to be part of the applicable Product. For the avoidance of doubt, the cost of the provision of Maintenance Releases is included in the Support Fees payable for the Support Services, but excludes any sums payable by Customer:
- (a) for Professional Services in respect of assistance to Customer to support the deployment of a Maintenance Release; and
- (b) in respect of the license of a New Module.
- 6.2.2 Once a Maintenance Release has been placed into production use by Customer, Customer shall, on Capita's request, certify in writing to Capita that all copies of the Product(s), or any part of the Product(s), which is superseded by that Maintenance Release then in its possession, custody or control have been deleted by Customer.
- 6.3 New Versions.
- 6.3.1 New Versions provided by Capita to Customer are deemed to be part of the applicable Product.
- The cost of the provision of such New Versions is included in the Support Fees payable for the Support Services, but excludes any sums payable by Customer for Professional Services in respect of assistance to Customer to support the deployment of a New Version.
- 6.3.2 Once a New Version has been placed into production use by Customer, Customer shall, on Capita's request, certify in writing to Capita that all copies of the Product(s), or any part of the Product(s), which is superseded by that New Version then in its possession, custody or control have been deleted by Customer.
- 6.4 New Modules. Customer acknowledges and agrees that any New Modules of the Products that Capita may, in its sole discretion, release from time to time are not included as part of the Support Services. Fees for any New Module and any related Professional Services shall be charged and invoiced to Customer following acceptance by Capita of a new Product Order for such New Module.
- 6.5 Support requests. In order to obtain Support Services, Customer must:
- 6.5.1 contact Capita's service desk by telephone (+44 (0) 1462 476810) or email (selfservice@capita.co.uk) or such other contact details as notified to Customer from time to time; and
- 6.5.2 provide Capita with sufficient information to enable Capita to reproduce the problem, including:
- (a) nature of problem;
- (b) level of problem;
- (c) events leading up to the problem;

- (d) version number; and
- (e) appropriate screen shots.
- 6.6 Additional support fees. If Customer uses Capita’s service desk for general advice regarding the use of the Product(s), Capita reserves the right to treat this outside the scope of the Support Services, and to charge Customer additional fees. Such services shall be deemed to be Professional Services and shall be subject to Professional Services Terms (as the same are incorporated into the applicable Product Order or, if no such terms have been incorporated, as may be notified by Capita to Customer) and the Professional Service section in the applicable Product Order. Customer will be informed before any such additional fees are incurred.
- 6.7 Current Release. Except as otherwise expressly agreed by Capita and Customer in writing, Customer must run only the current Maintenance Release level of the Product that Capita has made available to its customers. Customer shall ensure that the Product(s) are maintained at the current New Version or the New Version - 1 (minus one). Customer shall install all Maintenance Releases and New Versions as soon as reasonably possible from the date they are made available by Capita. If Customer fails to comply with this Paragraph 6.7 with respect to the Product(s) used in any Location, Capita may insist on such installation and/or refuse to provide Support Services in respect of such Product(s).
- 6.8 Additional Support and Maintenance.
- 6.8.1 Customer may from time to time request Capita to supply additional support and maintenance services outside the scope of the Support Services.
- 6.8.2 If Customer requests any such additional services, Capita shall use its reasonable endeavours to comply with Customer’s request, but Customer acknowledges that Capita’s ability to supply such additional services shall depend on the availability of appropriate resources at the time in question.
- 6.8.3 Where Capita agrees to provide additional services in accordance with Paragraph 6.8.2 above additional fees may apply, and such agreement shall be documented in an order for Professional Services, which shall be made under, and shall incorporate, the terms of the Agreement.
- 6.9 Without prejudice to Section 2.4 of the Master Terms, in the event of a conflict or inconsistency between the provisions of the Managed Services Terms and the other terms of the Agreement, the other terms of the Agreement shall prevail.
- 6.10 Professional Services. Subject to payment by Customer of all charges payable under the Agreement (including the applicable Professional Services Fees) and Customer’s compliance with its obligations under the Agreement, Capita shall perform Professional Services if, and as, specified in the applicable Product Order or as may be agreed in writing between the Parties from time to time, in each case in accordance with the Professional Services Terms.
7. **CHANGES.**
- 7.1 Changes to Products. Capita may modify Products from time to time but will not change their fundamental nature, except in accordance with Paragraph 2 of Part G (Product Order Terms) of the relevant Product Order and Paragraph 7.2 below. Capita will use reasonable efforts to notify the Customer of significant changes to Products.
- 7.2 Obsolescence.
- 7.2.1 Capita may obsolete:
- (a) a prior version of a Product on at least twenty-four (24) months’ prior notice

- following the general availability of a Maintenance Release or New Version; and
- (b) any Product as a whole on at least twenty-four (24) months' prior notice; and
- (c) any Support Services on at least twenty-four (24) months' prior notice.
- 7.2.2 Capita will have no obligation to provide Support Services in respect of obsolete Products or versions of Products at the end of the notice periods set out in Paragraph 7.2.1 above.
- 7.3 Changes to Fees. To reflect the additional costs of servicing earlier releases of the Products, Capita reserves the right to increase Support Fees where the Customer is using a Product version older than the second release before the current release from time to time. However, for releases older than three (3) years (and without prejudice to Paragraph 7.2.1 above) Capita reserves the right to elect not to provide Support Services in respect of such Products.
8. **DELIVERY**
- 8.1 This Paragraph 8 shall apply where Customer or a Hosting Provider appointed by Customer is to host the Product(s).
- 8.2 Capita shall deliver a copy of the Product(s) in machine readable form, to the Site(s) specified in the Product Order. The Documentation, if any, shall be transmitted in soft copy by email to the address specified in the Product Order.
- 8.3 The Customer is responsible for ensuring that the Customer Environment is installed and fully operational in accordance with Capita's requirements:
- 8.3.1 prior to installation and use of the Product; and
- 8.3.2 where a Product Order states that Capita shall provide Professional Services which include installation of the Product, prior to the scheduled date of installation of such Product.
- 8.4 Risk in the media and Product(s) will pass to Customer on delivery to Customer.
9. **CUSTOMER OBLIGATIONS.**
- 9.1 In addition to its obligations under section 7.4.5 of the Master Terms, it is the responsibility of the Customer to ensure that the Customer Equipment complies with the requirements in the Product Order and is in correct working order to allow the Product(s) to operate at the Site(s). Capita will provide Customer with written recommendations in respect of the Customer Environment requirements based on the volumes and expected growth estimates provided by Customer to Capita.
- 9.2 Customer shall not, and is not permitted to, use the Product(s):
- 9.2.1 in a bureau computer service; or
- 9.2.2 to host systems or services for any third party.
10. **TRANSFERABILITY**
- Temporary transfer
- 10.1 The Product(s) is/are supplied solely for use on the Customer Environment within the Site(s). However, Customer may temporarily transfer the Product(s) to alternative equipment/systems for emergency back-up purposes should the Customer Environment become unusable. Customer agrees to notify Capita, in writing, within seven (7) days of such an event occurring.
- 10.2 The occurrence of such a transfer shall not relieve Customer of its obligations under the Agreement. After the cause of the temporary emergency transfer has been rectified and the Customer Environment is

usable, the Product(s) must be returned forthwith to the Customer Environment. Customer agrees to, at Capita's option, return to Capita and/or to permanently destroy all copies of the Product(s) that were transferred to or generated by the temporary computer equipment.

Permanent transfer

10.3 In the event that Customer acquires new equipment/systems to replace or upgrade the Customer Environment, Customer may transfer the Product(s) to the new equipment/systems without payment of further Licence Fees to Capita, providing that the Product(s) operate on the new equipment/systems without alteration and the equipment/systems meet the requirements for the Customer Environment specified in the applicable Product Order. Customer shall be liable for any third party charges payable as a result of permanent transfer. Customer agrees to notify Capita, in writing, not less than thirty (30) days prior to such a transfer. Customer agrees to, at Capita's option, return to Capita and/or to permanently destroy all copies of the Product(s) that were on the old equipment/systems.

10.4 The use of the Product(s) on temporary or permanent replacement equipment/systems shall be at the sole risk and responsibility of Customer and Capita shall incur no liability in relation thereto.

11. **TERMINATION.**

11.1 The Parties' termination rights are set out in Section 11 (Usage Periods and Termination) of the Master Terms.

12. **DATA PROTECTION.**

12.1 Scope and status of the Parties.

12.1.1 In this Paragraph 12, the terms "controller", "data subject", "personal data", "personal data breach", "process" ("processed" to be construed accordingly) and "processor" shall have the same

meanings as in the EU General Data Protection Regulation (EU)2016/679 (the "GDPR"). "Data Protection Laws" means the GDPR, the UK Data Protection Act 2018 and any replacement or supplementary legislation applicable to the processing of personal data applicable in the European Union or the United Kingdom from time to time.

12.1.2 Capita acts as a data processor on behalf of Customer with respect to any personal data which is processed by Capita on behalf of Customer or any Listed Affiliates (each a "Customer Group Member") under the applicable Product Order to the extent that it relates to the Product(s) (including in relation to any Support Services and Professional Services to be performed by Capita in relation to the Product(s) under such Product Order) (the "Customer Personal Data"). Customer may act as controller or processor in respect to Customer Personal Data. This Paragraph 12 sets out Capita's data processing obligations to Customer in respect of Customer Personal Data. Details of the applicable processing activities (including categories of personal data and data subjects) are described in Annex 2 to these Product Terms.

12.1.3 Customer warrants, represents and undertakes to Capita that it (or the applicable Customer Group Member):

- (a) will comply at all times with the Data Protection Laws;
- (b) has all necessary consents and notices in place to enable lawful transfer (including international transfers, if any) of Customer

Personal Data to Capita for the duration and purposes of the applicable Product Order (including without limitation, lawful grounds for processing); and

- (c) will not transfer any Customer Personal Data to Capita in connection with the provision of Services by Capita, other than those categories of Customer Personal Data those categories of Customer Personal Data described in Annex 1 (Personal Data and Processing Activity).

written authorisation to the same). Capita shall:

- (a) ensure that equivalent requirements to those set out in this Paragraph 12 are imposed on any sub-processor(s) through a written agreement;
- (b) remain liable to Customer for the performance of the sub-processor's obligations; and
- (c) where applicable, provide to Customer reasonable prior notice of any addition or replacement of such sub-processors.

12.2 Capita's obligations. Where Capita processes Customer Personal Data under or in connection with the performance of its obligations under the applicable Product Order, Capita shall:

- 12.2.1 process the Customer Personal Data only in accordance with the applicable Product Order and with other mutually agreed and documented instructions of Customer (including in relation to any international transfer of Customer Personal Data made in accordance with Paragraph 12.3);
- 12.2.2 implement appropriate technical and organisational measures necessary to meet the requirements of Article 32 of the GDPR;
- 12.2.3 ensure Capita staff authorised to process Customer Personal Data are subject to appropriate confidentiality obligations;
- 12.2.4 be entitled to engage sub-processors to process Customer Personal Data (and this Paragraph 12.2.4 shall be deemed Customer's general

Without prejudice to the foregoing general authorisation to appoint sub-processors, Customer will be deemed to have specifically consented to any new appointment if no objection is received within five Business Days of Capita's notification);

- 12.2.5 taking into account the nature of the processing and the information available to Capita, reasonably assist Customer to fulfil Customer's obligations under Data Protection Laws: (a) to respond to data subjects' requests exercising their rights; and (b) with respect to security, data protection impact assessments, data breach notifications and consultations with data protection supervisory authorities;
- 12.2.6 save as required by law, at Customer's option, either delete or return Customer Personal Data in Capita's possession to Customer on expiry or termination of the applicable Product Order;

12.2.7 make available to Customer such information as Customer reasonably requests and Capita is reasonably able to provide, and, permit and contribute to such audits, including inspections, conducted by Customer (or agreed auditors other than Capita's competitors), as is necessary to demonstrate Capita's compliance with its obligations set out in this Paragraph 12. Customer will give reasonable notice of any audit, ensure that any audit does not disrupt Capita's business operations, ensure any agreed auditors (if any) are bound by appropriate (in Capita's opinion) confidentiality obligations to protect Capita's confidential information, and will be fully liable for any associated costs (including those of Capita); and

12.2.8 notify Customer without undue delay after becoming aware of any personal data breach involving Customer Personal Data.

Capita shall be entitled to charge Customer, at Capita's then-current rate card and expenses policy, for any Capita effort or costs under Paragraphs 12.2.4 to 12.2.8 (inclusive).

12.3 International transfers.

12.3.1 Subject to Paragraph 12.3.2, Capita shall not transfer Customer Personal Data to any country or territory outside the European Economic Area (EEA) without Customer's prior written consent (such consent not to be unreasonably withheld or delayed).

12.3.2 Capita may transfer Customer Personal Data to Capita Affiliates located in India. Customer's agreement to this Paragraph 12.3.2 shall be

deemed to be the prior written consent of Customer.

12.3.3 Any transfers authorised in accordance with this Paragraph 12.3 shall be subject to appropriate safeguards or derogations under Data Protection Laws. Where requested to do so by Capita, Customer shall execute the appropriate approved standard contractual clauses for transfers of Customer Personal Data from the EEA or the UK to third countries ("**Standard Contractual Clauses**") as data exporter with the applicable Capita data importer entity and, where relevant, procure that the relevant data controller entity does the same. Customer agrees that if, pursuant to the Standard Contractual Clauses, Capita is obliged to provide a copy of any applicable sub-processor agreement, such agreement may have all commercial information, or clauses unrelated to the Standard Contractual Clauses, removed by Capita beforehand and that such copies will be provided by Capita in a manner to be determined in its discretion and only upon request by Customer.

12.4 Indemnity.

12.4.1 Subject to the limitations and exclusions of liability set out in the Master Terms, each Party shall indemnify and keep indemnified the other Party against any liability, fines, claims, demands, expenses and costs (including reasonable legal fees) arising as a result of:

- (a) any breach by the other Party (including in the case of Customer, by any Customer Group Member and any other controller of the

- Customer Personal Data) of its obligations under Data Protection Laws; and/or
- (b) where Capita is the indemnified Party, Capita acting in accordance with any instruction, policy or procedure of Customer or any Customer Affiliate.
- 12.4.2 Subject to the limitations and exclusions of liability set out in the Master Terms, Customer shall defend and indemnify, at its own expense, Capita from and against any third party claim against Capita to the extent arising out of or in connection with Customer's breach of Paragraph 12.1.3(b) or Paragraph 12.1.3(c).

ANNEX 1

SUPPORT SERVICES

1. Support Services

- 1.1 Capita will use commercially reasonable efforts to respond promptly to requests for assistance, to communicate with the Customer’s help desk by telephone and to carry out such work (including but not limited to the production and supply of workarounds and fixes) as may be required in the reasonable opinion of Capita to enable the Customer to continue its use of the Product(s).
- 1.2 The level of problems and their target response, workaround and resolution times are defined in Service Levels at Paragraph 2 of this Annex 1.
- 1.3 Capita will maintain an up-to-date copy of the Product(s) and associated documentation at its support centre.
- 1.4 Capita will, at its discretion, use its Capita IT Systems for the purposes of investigating and correcting any faults.
- 1.5 The Support Fees do not include charges in respect of all out-of-pocket expenses or materials used in providing the Support Service, including travel expenses. For the avoidance of doubt accommodation/dinner shall be charged at £100 per night and travel will be charged from Letchworth to the Site(s) at 45p per mile at every intervention the consultant visits the Site(s).
- 1.6 The Customer undertakes to:
 - 1.6.1 ensure that a fully trained member of its staff will review the nature of all calls for technical advice prior to placing a problem with Capita;
 - 1.6.2 following the delivery of corrections or technical improvements, test the same before using the Product(s) as so modified for the processing of live data; and
 - 1.6.3 upon receipt of Capita reasonable request, supply to Capita such information in respect of the technical environment currently in use at the Site(s) as Capita may require.

2. Service Levels

2.1 Levels of problem:

Level	Category	Target Response Time	Target Resolution Time	Formal Resolution Time
1	Critical	1 hours	1 day	2 days
2	Major	4 hours	2 days	5 days
3	Minor	4 hours	10 days	Next or Future Maintenance Release
4	Cosmetic	4 hours	20 days	Future Maintenance Release

All hours specified in the above table are hours within the Support Hours

2.2 Categories:

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- 2.2.1 **Level 1 – Critical Fault:** The problem will be defined as Level 1 when it:
- (a) prevents installation of one or more modules of the Product(s);
 - (b) causes the Product(s) or operating system to fail completely; or
 - (c) requires constant restarting of the Product(s) and/or operating system;
- 2.2.2 **Level 2 – Major Fault:** The problem will be defined as Level 2 when it:
- (a) severely degrades performance of the Product(s); or
 - (b) places a material restriction on a function.
- 2.2.3 **Level 3 – Minor Fault:** The problem will be defined as Level 3 when it:
- (a) causes a non-critical function to limit the performance or functionality of the Software; or
 - (b) is a minor fault.
- 2.2.4 **Level 4 – Cosmetic Fault:** The problem will be defined as Level 4 when it is cosmetic to the operation of the Product(s) or its supporting Documentation.
- 2.3 Escalation
- 2.3.1 Level 3 faults may be escalated to Level 2 at the request of the Customer if any stated time is not achieved.
- 2.3.2 Level 2 faults may be escalated to Level 1 at the request of the Customer if any stated time is not achieved.
- 2.3.3 If a Level 1 response time is not achieved, the problem may be escalated to Capita’s Customer Services Manager.
- 2.3.4 If a Level 1 workaround or resolution is not achieved, the problem may be escalated to Capita’s Customer Services Manager and then Capita’s Head of Professional Services and staff shall be allocated to the applicable Site(s) as soon as is practically possible. The target is for a Capita staff member to be at the applicable Site(s) the next Business Day.

ANNEX 2

PERSONAL DATA AND PROCESSING ACTIVITY

1. **Approved sub-processors**

All Capita Affiliates from time to time.
2. **Processing Activities**

Subject matter of the processing	<p>Where the Product(s) are hosted by Capita or a third party appointed by Capita, Processing the Customer Personal Data to enable the Product(s) to undertake financial transactions.</p> <p>During any Support Period, Managed Services Period and Hosting Services Period, processing Customer Personal Data for the provision of such Services.</p>
Duration of the processing	Duration of the applicable Product Order. For the provision of Support Services the duration shall be the Support Period. For Hosting Services the duration shall be the Hosting Services Period. For Managed Services the duration shall be the Managed Services Period.
Nature and purpose of the processing	<p>The nature of the processing generally relates to Support Services, maintenance and upgrades but includes any operation such as recording, structuring, combining, storing, adapting, altering, retrieving, using, restricting, erasing, migration, destroying or otherwise processing data held within the supported Product. In order to resolve Support Service calls data will be held on the Capita Portal where calls are logged.</p> <p>The purpose of the processing includes the provision of Support Services and maintenance services, Hosting Services (if applicable), statutory obligations, marketing, information gathering, information provision, consultancy services, and implementation services supporting Customer in their activity as data controller.</p>
Type of personal data processed	Supplier and Debtor names, addresses and bank details. Possible staff payroll numbers
Categories of data subjects	Suppliers, Debtors and staff
Obligations and rights of Customer	The Customer is obliged to enter and retain data in accordance with Data Protection Laws. They have the right of direct access to the data held by CIBS during operating hours.