

Data Processing Agreement | Template

Pocket Money Adventures CIC | Version 1.1

Effective: 2 October 2026 | Review: 2 October 2027 or sooner on relevant change

Policy owner: Nathan Waldron, Director | Signatories: Nathan Waldron and Bernadette Houlton | Approved blank template; agreement not executed

Adopted by Pocket Money Adventures CIC on 2 October 2026.

Signed electronically: Nathan Waldron, Director and Designated Safeguarding Lead.

Signed electronically: Bernadette Houlton, Director and Deputy Designated Safeguarding Lead.

Typed electronic signatures in the established policy format.

Template status and use

Approved for use as a template, not an executed agreement. Complete the parties, controller/processor role, instructions, processing schedule, security measures, subprocessors, transfers and authorised signatures before use. Nathan's policy sign-off does not sign a contract with an unnamed school. Ordinary PMA independent-controller operations must not be forced into a processor DPA. Fully anonymous data is not personal data, but producing anonymous outputs may involve processing.

Parties and scope

Controller: [legal name, address and authorised contact]. Processor: Pocket Money Adventures CIC, company 16994988, 68 Nottingham Road, Eastwood, Nottingham, NG16 3NQ. Existing ICO record ZC124930, subject to current verification. Related service agreement: [reference]. Duration, purpose, nature of processing, subjects and data categories: [complete schedule]. The controller determines its lawful basis; PMA only acts on documented instructions for this processor scope.

Zero Child Data applies to routine learning, access and evaluation: no child names, accounts, personal finances, individual tracking or school-held match-code keys are collected by PMA. Standard PMA sessions do not involve PMA photographing or filming identifiable children. Necessary safeguarding, accident or legal records are an exception and are minimised, protected and shared lawfully. Pseudonymised codes are not automatically anonymous. Research beyond safe aggregates requires a separately approved protocol, lawful basis, privacy information and ethics arrangements before collection.

Processor duties

Process only on documented instructions, including transfers, unless legally required; inform the controller of a legal requirement where permitted. Immediately inform the controller if an instruction infringes applicable data protection law. Ensure confidentiality of authorised persons and appropriate Article 32 technical/organisational measures. Assist with rights, security, breach, DPIA and prior-consultation obligations considering the nature of processing and available information.

Subprocessors and transfers

List actual authorised subprocessors, service, location and safeguard; no placeholder supplier is treated as approved. Use prior specific or general written authorisation with notice of intended change and opportunity to object; agreed default notice 30 days and objection window 14 days, subject to signed terms. Impose equivalent Article 28 duties and remain responsible for subprocessor obligations. No international transfer without documented instruction and lawful safeguard.

Breaches and assistance

Notify the controller without undue delay after awareness of any breach in this scope; contractual target within 24 hours does not permit avoidable delay. Provide nature, subjects/records, consequences, actions and contact, with phased updates if needed. Assist rights requests promptly, agreed default within five working days; route requests to controller unless instructed otherwise or law requires a response.

Return, deletion and audit

At controller choice, return or securely delete data at end of service and delete copies unless law requires storage; agreed default within 30 days, confirmation within seven days thereafter. Specify backup handling. Make compliance information available and allow/contribute to audits and inspections. Agree practical notice normally 14 days without preventing urgent breach/regulatory inspection. Audit cost arrangements must not defeat Article 28 rights.

Agreement schedule and execution

Complete: controller, processor contacts; activity; duration; subjects; fields; sensitive/criminal data; instructions; systems; security; suppliers; transfer mechanism; retention; deletion; incident route.

School/controller signatory _____ name/role _____ date _____. PMA contractual signatory _____ name/role _____ date _____. These fields remain blank until an actual agreement is authorised and signed.

Law and precedence

English law governs subject to applicable mandatory rights. This DPA governs its processor scope where it conflicts with the service agreement on data protection. It does not limit PMA's separate independent-controller safeguarding or legal duties.

Issue control: current approved issue dated 2 October 2026. Earlier issues are archived. Policy approval does not complete host agreements, individual acknowledgements or venue checks.