Data Processing Agreement

SafeTemp is the trading name of Matthew Griffiths · Effective from September 2026

This Data Processing Agreement ("DPA") forms part of, and supplements, the SafeTemp Terms and Conditions between you ("Controller") and SafeTemp ("Processor", "we", "us"). It applies wherever SafeTemp processes personal data on your behalf in the course of providing the Service, and reflects the requirements of UK GDPR Article 28.

1. Roles and Scope

Your own account and contact details are processed by SafeTemp as an independent data controller, as described in our Privacy Policy. This DPA instead covers a different category: personal data that appears within the temperature monitoring records themselves — most notably, staff names or initials entered against calibration and maintenance log entries. For that specific data, you are the Controller and we are the Processor, acting only on your instructions as set out here.

2. Subject Matter, Duration, and Purpose

Subject matter: the personal data described in Section 1, as it arises through your ordinary use of the Service.

Duration: for as long as your subscription is active, and thereafter only as needed to meet the retention terms set out in our Privacy Policy.

Nature and purpose: storing, displaying, and making this data available to you through the Service, so it can be used for food safety compliance, audit, and inspection purposes.

Categories of data subject: your own staff and any other individuals whose name, initials, or notes you choose to enter into the Service.

3. Our Obligations as Processor

We will:

- Only process this data on your documented instructions — which includes the ordinary, intended operation of the Service itself — unless required to do otherwise by law, in which case we will tell you first unless the law prohibits this.
- Ensure that anyone we authorise to process this data is subject to a duty of confidentiality.
- Implement appropriate technical and organisational security measures, as described in Section 4.
- Only engage a sub-processor in line with Section 5.
- Reasonably assist you in responding to data subject rights requests that relate to this data.
- Reasonably assist you in meeting your own obligations around data security and breach notification, and, where legally required, Data Protection Impact Assessments.
- At the end of our relationship, delete or return this data in line with Section 9, and delete existing copies unless we're required by law to keep them.
- Make available the information reasonably necessary to demonstrate compliance with this DPA, and allow for audits as described in Section 7.

4. Security Measures

We maintain a level of security appropriate to the risk, including encrypted connections, access controls, rate-limited and monitored account logins, and two-factor authentication on our own most sensitive administrative access. These measures are kept under regular review as the Service evolves.

5. Sub-processors

You give general authorisation for us to engage the following sub-processors, each used only to the extent needed to provide the Service:

- Stripe — payment processing and billing.
- Our email delivery provider — account and alert emails.
- Our SMS delivery provider — text alerts, where enabled.
- Our hosting provider — storing data and running the Service.

We will give you reasonable notice before adding or replacing a sub-processor, so you have the opportunity to object on reasonable data protection grounds. Each sub-processor is bound by data protection terms materially equivalent to those in this DPA.

6. International Transfers

Our servers are located within the European Union. Where a sub-processor transfers data outside the UK or EU as part of delivering their service to us, they are required to provide an appropriate level of protection, for example through UK-recognised data transfer safeguards.

7. Audits

On reasonable request, and no more than once in any 12-month period unless there's a genuine reason for more, we will provide you with the information reasonably necessary to demonstrate our compliance with this DPA. Given the scale of our business, we'd ask that this be satisfied through documentation and written responses in the first instance, with an on-site or more formal audit reserved for where that genuinely isn't sufficient.

8. Personal Data Breaches

If we become aware of a personal data breach affecting data covered by this DPA, we will notify you without undue delay, and provide the information you reasonably need to meet your own notification obligations, to the extent we're able to at the time.

9. Return or Deletion of Data

At the end of your subscription, data is handled in line with the retention terms set out in our Privacy Policy. Where you'd like a copy of your data before this happens, this can be obtained via the Reporting section of the dashboard while your account remains active, or by contacting us.

10. Liability

Liability arising under this DPA is subject to the same limitations set out in Section 8 of the SafeTemp Terms and Conditions, and is not in addition to them.

11. Term and Governing Law

This DPA takes effect alongside the Terms and Conditions and continues for as long as they remain in force. It is governed by the law of England and Wales, on the same basis as the Terms and Conditions.

12. Contact Us

If you have any questions about this DPA, please contact us at support@safetemp.co.uk or write to us at Unit 172700, PO Box 7169, Poole, BH15 9EL.