



DataSeal terms and conditions

November 2014

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Introduction

The DMA offers three routes to DataSeal certification:

- Applicants can choose to opt for a joint package that combines a Pre-Audit Assessment (which tests an organisations readiness for a DataSeal Audit) followed by a subsequent DataSeal Audit. These applicants will need to agree in their Application document to both **Section A and B** of these DataSeal terms and conditions.
- Applicants may choose to undergo a DataSeal Audit without a Pre-Audit Assessment. These applicants will need to agree in their Application document to **Section B** of these DataSeal terms and conditions.
- Some applicants may have already achieved ISO 27001 awarded by a UKAS accredited body and may be eligible for DataSeal certification without being subject to an audit. These applicants will need to agree in their Application document to **Section B** of these DataSeal terms and conditions.

Organisations that have achieved DataSeal certification and make an annual renewal application will need to agree to Section B of the terms and conditions contained in this document.

Section A Pre-Audit Assessment terms and conditions

1. Definitions

In these Terms and Conditions shall have the following meaning:

- 1.1 “the Assessment Criteria” means the assessment criteria listed in the document ‘DataSeal – DMA Information Security Management Requirements’
- 1.2 “Auditor(s)” shall mean qualified personnel sub-contracted to the DMA to undertake Pre-Audit Assessments of any Organisation wishing to become certified under the DataSeal scheme
- 1.3 the “Organisation” shall mean the Organisation that submits the application for a Pre-Audit Assessment to the DataSeal private standard
- 1.4 the “DMA” shall mean The Direct Marketing Association (UK) Ltd acting in its capacity as a trade association
- 1.5 “DataSeal” shall mean the private standard developed by the DMA, and for the avoidance of doubt, the formalised Pre-Audit Assessment and Certification process undertaken by the Scheme Administrator
- 1.6 the “Application Fee” shall mean the fee paid by the organisation at the time of submitting the Application document to the Scheme Administrator
- 1.7 the “Pre-Audit Assessment” shall mean a review of the Organisation’s records and documentation relating to its information security standards and a visit to the Organisation’s work areas and personnel necessary to undertake the Pre-Audit Assessment to test an Organisation’s readiness for a DataSeal audit and identify any areas of deviation from the DataSeal standard
- 1.8 the “Pre-Audit Fee” shall mean the fee paid by the organisation to the DMA in respect of the Pre-Audit Assessment
- 1.9 the “Application Document” shall mean a completed application form
- 1.10 the “Scheme Administrator” means The DMA (UK) Ltd acting in its capacity as the administrator for DataSeal
- 1.11 the “DataSeal Audit” means a review of the Organisation’s records and documentation relating to its information security standards and a visit to the Organisation’s work areas and personnel necessary to undertake the Audit Assessment to determine to the Auditor’s satisfaction that the Organisation demonstrates compliance with Data Seal standards

2. Submission of Application

- 2.1 The Organisation submits to the Scheme Administrator a completed and accurate Application Document together with the Application Fee.
- 2.2 The Organisation accepts that the Application fee is non – refundable.
- 2.3 The Organisation confirms that before submitting an Application Document it has read and understood the Assessment Criteria for DataSeal applicable at the time and the Pre-Audit Assessment and Audit Guidance notes.
- 2.4 The Organisation accepts that the Assessment Criteria will be reviewed on an annual or ad hoc basis by the DMA which may amend the Assessment Criteria following such review. Following the completion of the Pre-Audit Assessment the Organisation may subsequently be audited against revised Assessment Criteria.
- 2.5 The Organisation confirms that before submitting an Application Document it understands and accepts that it will have a maximum of a 12 month period following the date of completion of the Pre-Audit Assessment in which to complete its readiness for, and undertake, a formalised DataSeal Audit.
- 2.6 The Organisation accepts that if it fails to undertake the DataSeal Audit with 12 months of the completion of the Pre-Audit Assessment, the application is terminated immediately and no refund of the Application Fee, the Pre-Audit Assessment Fee or the Audit Fee will be made. If the Organisation wishes to re-apply, the Organisation will have to follow section A clause 2.1 – 2.4 above if applying for the Pre-Audit Assessment and DataSeal Audit or clauses 2.1 – 2.4 in Section B if applying just for the DataSeal Audit..
- 2.7 Upon receipt of the Application Document the Scheme Administrator will log the Organisation's details and will forward the Organisation's details to an Auditor for the purposes of arranging a quotation and a Pre-Audit Assessment meeting date.

3. Audit Fees

- 3.1 Upon application for a Pre-Audit Assessment and DataSeal Audit the Organisation will be provided with a quotation based on the Organisation's declarations regarding the number of employees and how many sites it operates and for data owners the scope and complexity of its information management. The quotation will be based on the Fees Schedule shown in Schedule 1.
- 3.2 Upon acceptance of the quotation by the Organisation, the Scheme Administrator shall invoice the Organisation for the Pre-Audit Assessment fee and DataSeal Audit fee.

- 3.3 On receipt of payment, the Scheme Administrator will make arrangements for the Organisation and Auditor to agree a mutually convenient meeting date for the Pre-Audit Assessment.
- 3.4 Should the Organisation wish to cancel an agreed date for a Pre-Audit Assessment meeting the Organisation agrees to pay cancellation fees as listed in Schedule 2.

4. Site meeting/report

- 4.1 The Pre-Audit Assessment meeting will take place at the Organisation's specified site(s).
- 4.2 The Organisation should prepare for the Pre-Audit Assessment by completing in advance the documentation relevant to the DataSeal standard listed in the Pre-Audit Guidance Notes.
- 4.3 The Organisation must provide the Auditor with access to any records, documents and/or hardware/software necessary for the Pre-Audit Assessment to be satisfactorily undertaken.
- 4.4 The Organisation must ensure the availability of personnel listed in the Pre-Guidance notes during the Pre-Audit Assessment site visit.
- 4.5 The Auditor shall submit to the Organisation a Pre-Audit Assessment report in the form of a gap analysis which will highlight any deviances from the DataSeal standard. It may also provide recommendations on areas that the Organisation should address prior to a formalised DataSeal Audit.
- 4.6 The Organisation accepts that undertaking a Pre-Audit Assessment does not provide any form of guarantee that it will subsequently achieve DataSeal certification through a formalised DataSeal Audit.

5. Force Majeure

- 5.1 Neither party to these Terms and Conditions will hold the other responsible for failure to carry out undertakings due to factors outside the control of either party, including, but not limited to, Acts of God, labour disputes, strikes, lock-outs, shortages of material or labour, fire, flood, criminal acts or unexpected failure of properly maintained and serviced machinery or equipment

6. Jurisdiction

- 6.1 These Terms and Conditions shall be governed by and construed in accordance with the law of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.

7. Confidentiality

- 7.1** The DMA, its staff, agents and sub-contractors shall keep confidential all information relating to the Organisation's business and shall not disclose any such information to any third party, except that in the public domain or required by law. DMA staff, agents and sub-contractors have signed individual confidentiality undertakings and will only receive confidential information on a 'need to know' basis. Auditors may be required to disclose confidential information to the Scheme Administrator regarding the Pre-Audit Assessment report. For the avoidance of doubt any correspondence between the Scheme Administrator and the Organisation shall be strictly confidential and with the exception of Auditors shall not be disclosed to any third party for any purpose whatsoever, except where required for any legal, regulatory or accounting purpose and in the case of DMA members to the Commission where it is carrying out an investigation into the Organisation.

8. Liability

- 8.1** Except for liability for death or personal injury directly resulting from the DMA's acts or omission, the DMA's liability in respect of any single event or series of events for breach of its obligations in these Terms and Conditions shall be strictly limited to the amounts payable by the Organisation to the DMA in the 12 months preceding the date of the event or events giving rise to the loss.
- 8.2** Except for liability for death or personal injury directly resulting from the Auditor's acts or omissions, the Auditors liability is excluded to the fullest extent permitted by law.

9. Insurance

- 9.1** The Scheme Administrator reserves the right to require the Organisation to produce satisfactory evidence that it has in force adequate insurance coverage for the purpose of meeting any third party liability.

10. Complaints

- 10.1** If the Organisation has cause to complain regarding the provision of the Pre-Audit Assessment service, the complaint must be made to the Scheme Administrator. The Scheme Administrator will investigate the complaint in a timely and responsible manner. The Organisation must not take up the complaint directly with the Auditor.

11. Assignment

- 11.1** The DMA may assign its obligations under these Terms and Conditions to any company as defined in accordance with s1159 of the Companies Act 2006 and any other corporate body that the DMA has an interest, shares, control or affiliation with. The DMA will sub contract the undertaking of Pre-Audit Assessments to Auditors.

12. Notices

- 12.1** Any notice to be given under these Terms and Conditions shall be in writing and shall be sent by first class registered post, by hand, by fax or by e-mail (and in the case of fax or e-mail confirmed by first class mail) to the address of the relevant party set out in the Application Form, or to the relevant fax number or e-mail address set out therein provided that confirmation is received of complete transmission as set out below. Notice may be given of such other contact address, number or location as each party notifies the other of so long as this shall be in accordance with this Clause 12.
- 12.2** Notice sent shall be deemed to have been received three working days after the day of posting (in the case of inland first class) or the next working day after transmission (in the case of fax messages or e-mail but only if a transmission report is generated or confirmation of receipt notice is received by sender confirming that the fax or e-mail was sent to contact address or number indicated on the Application Document and confirming that all pages were successfully transmitted), and on the day of delivery, if delivered by hand.

13. Appeals

- 13.1** Where the Organisation is unable to resolve any dispute relating to the Pre-Audit Assessment by discussion with the Scheme Administrator, it may appeal in writing to the DMA's Executive Director whose decision will be final

Section B DataSeal Audit terms and conditions

1. Definitions

In these Terms and Conditions shall have the following meaning:

- 1.1 “the Assessment Criteria” means the assessment criteria listed in the document ‘DataSeal – DMA Information Security Management Requirements’
- 1.2 “Auditor(s)” shall mean qualified personnel sub-contracted to the DMA to undertake formal Audits of any Organisation wishing to become certified under the DataSeal scheme
- 1.3 the “Organisation” shall mean the Organisation that submits the application or renewal application to be certified for the DataSeal private standard.
- 1.4 the “DMA” shall mean The Direct Marketing Association (UK) Ltd acting in its capacity as a trade association
- 1.5 “DataSeal” shall mean the private standard developed by the DMA, and for the avoidance of doubt, the formalised assessment and certification process managed by the Scheme Administrator.
- 1.6 the “Commission” shall mean the Direct Marketing Commission
- 1.7 the “Application Fee” shall mean the fee paid by the organisation at the time of submitting an application document to the Scheme Administrator
- 1.8 the “Audit ” shall mean a review of the Organisation’s records and documentation relating to its information security standards and a visit to the Organisation’s work areas and personnel necessary to undertake the Audit Assessment to determine to the Auditor’s satisfaction that the Organisation demonstrates compliance with DataSeal standards
- 1.9 the “Pre-Audit Assessment” shall mean a review of the Organisation’s records and documentation relating to its information security standards and a visit to the Organisation’s work areas and personnel necessary to undertake the Pre-Audit Assessment to test an Organisation’s readiness for a DataSeal audit and identify any areas of deviation from the DataSeal standard.
- 1.10 the “Audit Fee” shall mean the fee paid by the organisation to the DMA in respect of the Audit
- 1.11 the “Renewal Fee” shall mean the application fee payable in connection with the renewal of DataSeal certification
- 1.12 the “Application Document” shall mean a completed application form

- 1.13 the “Accreditation Department” shall mean the Scheme Administrator’s Compliance & Accreditation Department
- 1.14 the “Logo” shall mean the DataSeal logo, the guidelines for the use of which are attached as Schedule 3
- 1.15 the “Scheme Administrator” means The DMA (UK) Ltd acting in its capacity as the administrator for DataSeal.

2. Submission of Application

- 2.1 The Organisation submits to the Scheme Administrator a completed and accurate Application Document together with the Application Fee
- 2.2 The Organisation accepts that the Application Fee is non – refundable.
- 2.3 Organisations that have undertaken a Pre-Audit Assessment will need to notify the Scheme Administrator of their readiness to undertake an Audit and will not be required to submit a further Application Document unless there have been material changes to the content or accuracy of the original Application document. The Application Fee is not payable by Organisations that have already paid to the Scheme Administrator an Application Fee to undertake a Pre-Audit Assessment.
- 2.4 The Organisation confirms that before submitting an Application Document it has read and understood the Assessment Criteria for DataSeal applicable at the time. See clause 12.6.
- 2.5 Upon receipt of the Application Document or notification of readiness to undertake an Audit the Scheme Administrator will log the Organisation’s details and forward the Organisation’s details to an Auditor for the purposes of arranging an Audit date.
- 2.6 If the Organisation has not undertaken a Pre-Audit Assessment, a quotation will be provided by the Auditor. See 3.1 below
- 2.7 If the Organisation has undertaken a Pre-Audit Assessment but has not complied with Section A, clause 2.6, the application is terminated immediately and no refund of the Audit Fees will be made. If the Organisation wishes to re-apply, the Organisation will have to follow section A clause 2.1 – 2.4 if applying for the Pre-Audit Assessment and DataSeal Audit or clauses 2.1 – 2.4 above if applying just for the DataSeal Audit.
- 2.8 Any Organisation that is in possession of a current ISO 27001 certificate with appropriate scope (as determined by the DMA and Auditors), which has been awarded by a UKAS accredited body, may be eligible for annual DataSeal certification, without being subject to an Audit. The Organisation will still be required to pay the Application Fee. The Organisation will also be required to pay the Renewal Application Fee upon applying to renew their DataSeal certification. The Scheme Administrator may refuse to issue a DataSeal certificate in accordance with clause 5.6.

3. Audit Fees and Visit

- 3.1** Upon application for an Audit or Audit Renewal the Organisation will be provided with a quotation based on the Organisation's declarations regarding the number of employees and how many sites it operates and for data owners the scope and complexity of its information management. The quotation will be based on the Fees Schedule shown in Schedule 1.
- 3.2** Upon acceptance of the quotation by the Organisation, the Scheme Administrator shall invoice the Organisation for the Audit fee.
- 3.3** Organisations that have selected the Pre-Audit Assessment and Audit package will not be subject to the Audit Fee at this stage as they will have already pre-paid this fee.
- 3.4** On receipt of payment, the Scheme Administrator will make arrangements for the Organisation and Auditor to agree a mutually convenient meeting date for the Audit.
- 3.5** Should the Organisation wish to cancel an agreed date for an Audit the Organisation agrees to pay cancellation fees as listed in Schedule 2.

4. Site Meeting/Report

- 4.1** The Audit will take place at the Organisation's specified site(s).
- 4.2** The Organisation should prepare for the Audit by completing in advance the documentation relevant to the DataSeal standard listed in the Pre-Audit Assessment and Audit Guidance notes.
- 4.3** The Organisation must provide the Auditor with access to any records, documents and/or hardware/software necessary for the Audit to be satisfactorily undertaken.
- 4.4** The Organisation must ensure the availability of personnel listed in the Pre-Audit Assessment and Audit Assessment Guidance notes during the Audit site visit.

5. Certification

- 5.1** The Auditor shall submit to the Scheme Administrator an Audit report and recommendation covering the Organisation's compliance or non-compliance with the DataSeal standard.
- 5.2** If the Auditor requires corrective action to be taken by the Organisation in respect of minor non-conformities, these will be detailed in a separate schedule to the Audit report which will indicate the required timescales for completion. In these circumstances the DMA will request a separate undertaking from the Organisation that the non-conformities will be corrected within the specified timescales.

- 5.3** The DMA also reserves the right to withhold certification until such time as the Organisation confirms that corrective action has been taken to satisfy the DMA and/or Auditor in respect of minor non-conformities.
- 5.4** The Organisation's period of certification will be determined by the Scheme Administrators, in conjunction with the Auditor.
- 5.5** The Scheme Administrator will on receipt of the Audit report and recommendation from the Auditor either accept or reject the Auditor's recommendation and communicate its decision to the Organisation by either issuing a pass notification and a DataSeal certificate of compliance or a failure notification. Pass and failure notifications will be accompanied by a copy of the Audit report.
- 5.6** The Scheme Administrator may at any time refuse to issue a DataSeal certificate of compliance without specifying a reason. The Scheme Administrator will not enter into any discussion or correspondence regarding its decision.

6. Re-application following failure notification

- 6.1** Following failure notification, the Organisation will need to re-apply and would re-incur the Application and Audit fees and follow the procedure as prescribed in sections 2, 3 and 4 and 5

7. Use of Logo/ Publicity and Promotion.

- 7.1** The Logo may be used by the certificated Organisation in accordance with Schedule 3.
- 7.2** The Logo must not be used on products or packaging or in any way that implies endorsement by the DMA.
- 7.3** In order to maintain the integrity of DataSeal the Organisation agrees not to make any misleading statement concerning its application or certification to any third party or with its own marketing communications (whether used for internal or external purposes) and it will use its best endeavours to ensure that no-one connected with it gives any such misleading impression.

8. Withdrawal/Suspension of Accreditation

- 8.1** The Accreditation Department may decide to terminate or suspend at its discretion the certification of the Organisation with immediate effect if any of the following events occur:
- a** That there is a verified contravention of the DataSeal standard as deemed by the Scheme Administrator
 - b** the Organisation carries out an act that brings the marketing industry into disrepute;

- c the Organisation is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986) or becomes insolvent or an order should be made or a resolution passed for the liquidation, administration, winding up or dissolution of the Organisation (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer should be appointed over all or any substantial part of the assets of the Organisation or the Organisation should enter into or propose any composition or arrangement with its creditors generally or anything analogous to the foregoing shall occur in any applicable jurisdiction.
- d the Organisation undertakes a renewal but, through reasons entirely attributable to the Organisation, the audit date is unable to be set before the expiry date of the previous certification period
- e the Organisation ceases or threatens to cease to carry on its business or substantially the whole of its business or disposes of its undertaking or part thereof
- f the Organisation is in breach of the Data Protection Act 1998 or the Privacy and Electronic Communications (EC Directive) Regulations 2003, as amended.
- g the Organisation commits a breach of the DMA Code of Practice
- h the Organisation does not remedy any non-compliance in a timely manner

9. Consequences of suspension of certification

In the event that the Scheme Administrator suspends the Organisation's certification in accordance with clause 8, the Organisation may be required to undergo special audit visits by an Auditor to determine that the Organisation has put in place policies and procedures to ensure that it is in compliance once again with the Assessment Criteria. The duration and frequency of special audit visits shall be at the reasonable discretion of the Scheme Administrator. Such visits will incur additional Audit Fees and will be based on the rates set out in Schedule 1.

10. Termination of Certification

- 10.1** Either party may terminate the DataSeal certification immediately by notice in writing to the other
- a if the other party is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or becomes insolvent or an order should be made or a resolution passed for the liquidation, administration, winding up or dissolution of the Organisation (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer should be appointed over all or any substantial part of the assets of the other party or the other party should enter into or propose any composition or arrangement with its creditors generally or anything analogous to the foregoing shall occur in any applicable jurisdiction.
 - b without cause by giving 90 calendar days notice in writing to the other.

- 10.2** The Scheme Administrator may terminate the DataSeal certification immediately by notice in writing if
- a the Organisation commits any material breach of these Terms and Conditions which is capable of remedy and fails to remedy the same within 60 calendar days of notice from the other party requiring such remedy
 - b the Organisation commits any material and irremediable breach of the Terms and Conditions or repeats any such breach
 - c the Organisation ceases or threatens to cease to carry on its business or substantially the whole of its business or disposes of its undertaking or part thereof.
 - d the Scheme Administrator has suspended the DataSeal certification for a period of more than 6 months
- 10.3** Upon the DataSeal certification being terminated during a 12 month certification period the Organisation shall not receive reimbursement of any fees for the remaining outstanding period.

11. Consequences of Termination of DataSeal Certification

11.1 Following cancellation of DataSeal certification, the Organisation must immediately:

- a remove all references to the DataSeal certification and logo and any references to the DMA in connection with such certification and shall if requested by the Scheme Administrator confirm in writing to the Scheme Administrator that all such references have been removed and
- b b) destroy or return its current DataSeal certificate of compliance to the Scheme Administrator within 30 days of the date of termination and shall if requested by the Scheme Administrator, confirm in writing to the Scheme Administrator that such certificate and all copies have been destroyed.

12. Renewals

- 12.1** At the completion of each audit visit, and subject to an Auditor recommending an Organisation's compliance to the DataSeal standard, an advance renewal audit date will be agreed between the Organisation and the Scheme Administrator no less than a calendar month prior to the expiry date of the certification period.
- 12.2** The Organisation accepts that if it cancels or postpones an agreed renewal audit date the cancellation fees shown in Schedule 2 will apply.
- 12.3** The Scheme Administrator shall three months prior to the renewal date of certification send the Organisation a reminder of the agreed audit date, a renewal application form and any relevant documentation together with an invoice for the Renewal Fee and Audit Fee as shown in Schedule 1. The processes set out in Clauses 2, 3, 4, 5 and 6 shall then apply.

- 12.4** The Organisation accepts that the Audit Renewal Fee is non – refundable.
- 12.5** Renewal certificates will be dated the day after the previous certification expiry date.
- 12.6** The Assessment Criteria will be reviewed on an annual or ad hoc basis by the DMA which may amend the Assessment Criteria following such review. The Organisation upon its application for renewal will be audited against the revised Assessment Criteria.
- 12.7** If the Organisation decides not to renew its certification beyond the expiry date which is specified on the DataSeal certificate, the certification is deemed to be terminated from that date and the Organisation will be required to comply with clause 11.1

13. Ongoing Monitoring and Compliance

- 13.1** If an information security incident, loss of control or complaint is received, the Scheme Administrator may require an Auditor to conduct a further investigation / inspection which could take the form of a partial or full re-audit at the Organisation's cost. Any and all breaches in information security affecting personal data (as defined in the Data Protection Act 1998) must be reported via email to the Scheme Administrator at compliance@dma.org.uk within 48 hours of discovery.

14. Force Majeure

- 14.1** Neither party to these Terms and Conditions will hold the other responsible for failure to carry out undertakings due to factors outside the control of either party, including, but not limited to, Acts of God, labour disputes, strikes, lock-outs, shortages of material or labour, fire, flood, criminal acts or unexpected failure of properly maintained and serviced machinery or equipment.

15. Jurisdiction

- 15.1** These Terms and Conditions shall be governed by and construed in accordance with the law of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.

16. Confidentiality

- 16.1** The DMA, its staff, agents and sub-contractors shall keep confidential all information relating to the Organisation's business and shall not disclose any such information to any third party, except that in the public domain or required by law or to relevant accreditation bodies. DMA staff, agents and sub-contractors have signed individual confidentiality undertakings and will only receive confidential information on a 'need to know' basis. Auditors may be required to disclose confidential information to the Scheme Administrator for the purposes of the audit reporting process. For the avoidance of doubt any correspondence between the Scheme Administrator and the Organisation shall be strictly confidential and with the exception of Auditors shall not be disclosed to any third party for any purpose whatsoever, except where required for any legal, regulatory or accounting purpose and in the case of DMA members to the Commission where it is carrying out an investigation into the Organisation.

17. Ownership of DataSeal and Branding

- 17.1** The DataSeal certificate of compliance and the right to use the DataSeal logo and DMA branding shall remain the property of DMA. The Organisation agrees not to assign, charge, licence, transfer or otherwise deal with them in any way.

18. Liability

- 18.1** Except for liability for death or personal injury directly resulting from the DMA's acts or omission, the DMA's liability in respect of any single event or series of events for breach of its obligations in these Terms and Conditions shall be strictly limited to the amounts payable by the Organisation to the DMA in the 12 months preceding the date of the event or events giving rise to the loss.
- 18.2** Except for liability for death or personal injury directly resulting from the Auditor's acts or omissions, the Auditors liability is excluded to the fullest extent permitted by law.

19. Insurance

- 19.1** The Scheme Administrator reserves the right to require the Organisation to produce satisfactory evidence that it has in force adequate insurance coverage for the purpose of meeting any third party liability.

20. Complaints

- 20.1** If the Organisation has cause to complain regarding the provision of the DataSeal services, the complaint must be made to the Scheme Administrator. The Scheme Administrator will investigate the complaint in a timely and responsible manner.

20.2 Where the Organisation has cause to complain about the provision of auditing services, this must be notified to the Scheme Administrator. The Organisation must not take up the complaint directly with the Auditor.

21. Assignment

21.1 The DMA may assign its obligations under these Terms and Conditions to any company as defined in accordance with s1159 of the Companies Act 2006 and any other corporate body that the DMA has an interest, shares, control or affiliation with. The DMA will sub contract the undertaking of Audit Assessments to Auditors.

22. Appeals

22.1 Where the Organisation is unable to resolve any dispute relating to DataSeal by discussion with the Scheme Administrator, it may appeal in writing to the DMA's Executive Director, whose decision will be final.

23. Notices

23.1 Any notice to be given under these Terms and Conditions shall be in writing and shall be sent by first class registered post, by hand, by fax or by e-mail (and in the case of fax or e-mail confirmed by first class mail) to the address of the relevant party set out in the Application Document or to the relevant fax number or e-mail address set out therein provided that confirmation is received of complete transmission as set out below. Notice may be given of such other contact address, number of location as each party notifies the other of so long as this shall be in accordance with this Clause 23.

23.2 Notice sent shall be deemed to have been received three working days after the day of posting (in the case of inland first class) or the next working day after transmission (in the case of fax messages or e-mail but only if a transmission report is generated or confirmation of receipt notice is received by sender confirming that the fax or e-mail was sent to contact address or number indicated on their Application Document and confirming that all pages were successfully transmitted), and on the day of delivery, if delivered by hand.

Schedule 1

Application type	Application /Renewal application fees		Pre-Audit Assessment and/or Audit fees	
	DMA member	Non-DMA members	DMA member	Non-DMA member
Pre-Audit Assessment and DataSeal Audit package	£500	£500	£4,000	£5,000
DataSeal Audit only	£500	£500	£2,000	£2,500
DataSeal renewal applications	£500	£500	£1,500	£1,750
ISO 27001 initial and renewal applications	£500	£500	Nil	Nil
			<p><i>Note 1: Above fees assume one site visit for pre-audit assessments and audits. Additional sites @ £1,000 per site plus travel expenses</i></p> <p><i>Note 2: Organisations with more than one site wishing to undertake a pre audit assessment may only wish to have one site reviewed.</i></p>	

Schedule 2

Cancellation fees

Pre-audit Assessments and DataSeal Audits

Cancellation date	% of total fee to be charged
Cancellation up to 10 working days before agreed pre-audit meeting date	Nil
Cancellation up 6-10 working days before agreed pre-audit meeting date	50%
Cancellation up 1-5 working days before agreed pre-audit meeting date	100%

Any reasonable unrecoverable audit costs (typically hotel or travel bookings) will also be passed on at cost

Schedule 3

The DataSeal logo – guidelines for use

Colour - The logo should always appear in solid green, pantone reference 398c, and in black on black only materials. If placed on a dark background, the logo may be reversed out in white.

Size - The minimum width at which the logo should appear is 15 mm. The logo should be separated from other graphic devices by at least half its width and when used on the certificated organisation's stationery, should be at least the same distance from the edge of the artwork.

Artwork - The logo should be reproduced using approved artwork provided by the Scheme Administrator.

Coupons - The certificated organisation should not use the logo within a response coupon or next to credit card or other payment symbols.

Text - The certificated organisation is encouraged to use the logo in combination with text to clarify or explain DataSeal certification, although the Scheme Administrator reserves the right to object to any wording thought to be inappropriate.