



SeatSmart Ltd

Company Number: 17026753

28 Kemble Green

East Newton Aycliffe

DL5 5AS

1. Definitions

For the purposes of this Agreement:

- “UK GDPR” means the UK General Data Protection Regulation.
- “Controller” means the educational institution.
- “Processor” means SeatSmart Ltd.
- “Personal Data” has the meaning given in UK GDPR.
- “Sub-Processor” means any third party engaged by the Processor.

2. Scope and Roles

2.1 The Controller appoints the Processor to process Personal Data solely for the purpose of providing the SeatSmart service.

2.2 The Controller remains responsible for determining the lawful basis for processing.

2.3 The Processor shall process Personal Data only on documented instructions from the Controller.

3. Subject Matter and Duration

Processing relates to provision of classroom seating and layout software.

Processing shall continue for the duration of the Service Agreement.

4. Nature and Purpose of Processing

Processing includes:

- Displaying class rosters
- Generating seating plans
- Managing classroom layout configuration
- Providing structured support indicators

No profiling beyond functional seating logic is performed.

5. Categories of Data Subjects

- Students
- Teachers
- Authorised school staff

6. Categories of Personal Data

- Student names
- Student identifiers
- Class membership
- Seating assignments
- Controlled SEN/support indicators
- Authentication identifiers
- Profile photographs (if integration enabled)

SeatSmart does not require medical records or safeguarding case data.

7. Processor Obligations

The Processor shall:

- a) Process data lawfully and confidentially
- b) Implement appropriate technical and organisational measures
- c) Ensure personnel are subject to confidentiality obligations
- d) Not engage Sub-Processors without appropriate safeguards
- e) Assist the Controller with data subject rights
- f) Assist with DPIAs where reasonably required
- g) Notify the Controller of a Personal Data Breach without undue delay and within 72 hours of becoming aware

8. Security Measures

SeatSmart implements:

- Hosting exclusively within Microsoft Azure UK region
- Encryption in transit (HTTPS)
- Encryption at rest (Azure-managed)
- Logical tenant isolation
- Role-based access control
- Restricted administrative access
- Secure authentication (Microsoft Entra ID / Google OAuth)
- Monitoring and logging of infrastructure

9. Sub-Processing

Authorised Sub-Processors:

- Microsoft Azure (UK region hosting infrastructure)
- Google (if Classroom integration enabled)

SeatSmart shall ensure Sub-Processors are bound by data protection obligations equivalent to this Agreement.

10. International Transfers

Data is hosted within the United Kingdom.

Where Microsoft or Google services are used, transfers occur in accordance with UK adequacy regulations and standard contractual safeguards.

11. Audit Rights

The Controller may request reasonable evidence of compliance.

Formal audits:

- Must be reasonable
- During business hours
- With 30 days' notice
- Not more than once annually

Processor may provide documentation instead of onsite inspection where appropriate.

12. Data Retention and Deletion

Upon termination:

- Personal Data will be deleted within 30 days
- Backup data will be overwritten per retention schedules

13. Liability

Liability under this DPA is subject to the limitations set out in the Terms & Conditions.