



TERMS OF SERVICE

These Terms are intended to govern use of the ChurchBase software platform by churches, charities and related organisations.

V1

Effective from: 20 June 2026

Contents

1. Introduction, definitions and acceptance
 2. Licence, access and permitted use
 3. Security, MFA and support access
 4. Fees, billing and subscriptions
 5. Customer responsibilities
 6. Multisite and permission management
 7. Platform limitations and no professional advice
 8. Templates, guidance, generated content and AI
 9. Service provision, support, maintenance and changes
 10. Customer data and data protection
 11. Suspension, cancellation and termination
 12. Intellectual property, confidentiality and publicity
 13. Liability, indemnities and risk allocation
 14. General provisions
- Schedule 1. Data Processing Agreement
- Schedule 2. Processing details, sub-processors and security measures

CHURCHBASE TERMS OF SERVICE

These Terms of Service form a legally binding agreement between ChurchBase and the Organisation using the Service. They should be read together with the Data Processing Agreement and any other policies expressly incorporated by reference.

1. Introduction, definitions and acceptance

- 1.1 ChurchBase is a software-as-a-service platform designed to help churches and related organisations manage safeguarding administration, governance, compliance, risk assessments, buildings and premises records, GDPR records, documents, training records, reminders, billing information, support tickets and related administrative processes.
- 1.2 In these Terms, ChurchBase, we, us and our mean ChurchBase Ltd or such other legal entity as may be specified in the relevant subscription documentation.
- 1.3 Organisation means the church, charity, ministry, religious organisation or other legal entity that subscribes to or uses the Service.
- 1.4 Service means the ChurchBase software platform, website, applications, modules, templates, databases, documentation, support services, demo environments, knowledge base resources and related services provided by ChurchBase from time to time.
- 1.5 Customer Data means all information, records, files, documents, attachments, images, emails, reports, notes, forms, support tickets and other content entered into, uploaded to, stored within or generated through the Service by or on behalf of the Organisation.
- 1.6 Authorised User means an individual authorised by the Organisation to access the Service, including ministers, clergy, trustees, elders, deacons, safeguarding officers, employees, volunteers, contractors and other approved representatives.
- 1.7 Administrator means an Authorised User with elevated permissions to manage users, settings, billing, records, modules, permissions, sites or other administrative functions within the Service.
- 1.8 Data Protection Legislation means all applicable UK data protection and privacy legislation, including the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 and any replacement or supplementary legislation.
- 1.9 By creating an account, subscribing to the Service, accessing the Service or permitting Authorised Users to access the Service, the Organisation agrees to be bound by these Terms.
- 1.10 An individual accepting these Terms on behalf of an Organisation confirms that they have authority to bind that Organisation. If they do not have such authority, they must not accept these Terms or use the Service.
- 1.11 The Service is intended for use by organisations acting for business, charitable, ministry, governance or operational purposes and is not intended for personal, domestic or consumer use.

2. Licence, access and permitted use

- 2.1 Subject to these Terms and payment of all applicable fees, ChurchBase grants the Organisation a limited, non-exclusive, non-transferable, revocable licence to access and use the Service during the subscription term for its own internal administrative, safeguarding, governance, compliance and operational purposes.
- 2.2 The licence does not transfer ownership of the Service, software, templates, documentation, workflows, reports, databases, code, branding or intellectual property to the Organisation.
- 2.3 Each subscription is intended for use by a single Organisation unless ChurchBase expressly agrees otherwise in writing.
- 2.4 Where an Organisation operates multiple congregations, locations, campuses, sites or ministries under one legal entity, ChurchBase may permit those activities to be managed under one subscription, subject to applicable pricing and account configuration.
- 2.5 Each Authorised User must have their own named user account. User accounts must not be shared, transferred or used by anyone other than the named Authorised User.
- 2.6 The Organisation must promptly remove or disable access for any person who leaves the Organisation, changes role, no longer requires access or should no longer have access for safeguarding, security, governance or operational reasons.

- 2.7 The Organisation and its Authorised Users must not use the Service to upload unlawful material, introduce malware, attempt unauthorised access, interfere with the Service, reverse engineer the Service, scrape the Service, copy the Service, create a competing product using the Service or make the Service available to unauthorised third parties.
- 2.8 ChurchBase may suspend or terminate access where it reasonably believes the Service is being misused or where continued access may create legal, operational, safeguarding, security or reputational risk.

3. Security, MFA and support access

- 3.1 Multi-factor authentication is mandatory for Administrator accounts and is strongly recommended for all Authorised Users.
- 3.2 The Organisation is responsible for maintaining the confidentiality and security of user credentials, passwords, passkeys, authentication tokens, magic links, devices and other methods of access.
- 3.3 The Organisation must ensure that Authorised Users use reasonable security practices, including strong passwords, appropriate device security and prompt reporting of suspected compromise.
- 3.4 The Organisation must notify ChurchBase promptly if it becomes aware of unauthorised access, compromised credentials, suspected misuse, suspected data loss or any security incident relating to the Service.
- 3.5 The Organisation grants ChurchBase and its authorised personnel permission to access Customer Data where reasonably necessary for support, troubleshooting, maintenance, service administration, migration assistance, backup verification, restoration, security monitoring, fraud prevention, legal compliance and operational management of the Service.
- 3.6 Access by ChurchBase personnel shall be restricted to authorised personnel, subject to confidentiality obligations and logged where technically practicable.
- 3.7 Users should avoid including unnecessary sensitive information in support tickets, emails or support requests unless the information is reasonably required for ChurchBase to provide support.

4. Fees, billing and subscriptions

- 4.1 The Service is provided through subscription plans published or otherwise made available by ChurchBase and updated by ChurchBase as required.
- 4.2 Unless otherwise stated, ChurchBase is offered as a full-featured product. Available modules may be included within the subscription rather than charged as separate module add-ons.
- 4.3 Pricing may be based wholly or partly on the Organisation's declared average weekly attendance. The Organisation agrees to provide accurate and honest attendance information and to notify ChurchBase where attendance changes materially such that a different pricing tier may apply.
- 4.4 ChurchBase may request reasonable clarification where attendance information or pricing-tier information appears materially inaccurate. Where ChurchBase reasonably determines that the Organisation has deliberately or recklessly provided inaccurate attendance information or has placed itself on an incorrect pricing tier, ChurchBase may:
 - a) move the Organisation to the correct pricing tier;
 - b) require immediate payment of any underpaid Fees;
 - c) require payment of at least the next two months of Fees at the corrected pricing tier in advance as a condition of continued access; and
 - d) adjust all future recurring payments to the corrected pricing tier.
- 4.5 Deliberate or reckless misrepresentation of attendance information or pricing-tier information may constitute a material breach of these Terms.
- 4.6 Subscriptions may be monthly or annual. Monthly subscriptions renew automatically until cancelled before the next billing date. Annual subscriptions renew automatically unless cancelled before the renewal date.
- 4.7 Fees are normally collected in advance by Direct Debit or such other payment method as ChurchBase may make available.
- 4.8 If a payment fails, ChurchBase may retry collection and may provide a grace period of up to fourteen days. If payment remains outstanding after the grace period, ChurchBase may suspend access until payment is received.

- 4.9 Fees are non-refundable unless expressly stated otherwise. Cancellation of an annual subscription does not entitle the Organisation to a refund, credit or repayment for any unused part of the annual subscription period unless ChurchBase agrees otherwise in writing. ChurchBase may consider exceptional refund requests on a case-by-case basis, but any refund shall be at ChurchBase's sole discretion.
- 4.10 ChurchBase shall provide not less than sixty days' notice of material price changes. Unless otherwise stated, price changes shall apply from the Organisation's next renewal date or next billing period. Continued use of the Service after a pricing change takes effect constitutes acceptance of the revised pricing.
- 4.11 ChurchBase may generate invoices, statements, credit notes, account balances, PDF billing documents and other billing records based on the subscription and payment information held within the Service.
- 4.12 ChurchBase is not registered for VAT as at the date of these Terms. If ChurchBase becomes VAT registered, or if VAT otherwise becomes chargeable, ChurchBase may add VAT to Fees at the applicable rate. Unless expressly stated otherwise, published Fees shall be treated as exclusive of VAT where VAT is chargeable.

5. Customer responsibilities

- 5.1 The Organisation is solely responsible for its use of the Service and for all acts and omissions of its Authorised Users.
- 5.2 The Organisation is responsible for ensuring that all Customer Data is accurate, complete, lawful, reliable, current and appropriate for the purposes for which it is used.
- 5.3 ChurchBase does not verify the accuracy, completeness, legality or suitability of Customer Data.
- 5.4 The Organisation remains solely responsible for safeguarding records, incident records, allegations, disclosures, concerns, risk assessments, DBS records, training records, governance records, trustee records, committee meetings, decision registers, buildings and premises records, GDPR records, policies, documents, support tickets, uploaded files and any other data, record, document, note, attachment or information added to the Service by or on behalf of the Organisation.
- 5.5 The Organisation remains solely responsible for identifying its legal, safeguarding, charity, governance, employment, insurance, property, health and safety, data protection, denominational and regulatory obligations.
- 5.6 The Organisation is responsible for acting on information, reports, dashboards, reminders, notifications, workflows and records generated or displayed by the Service.
- 5.7 The Organisation is responsible for independently monitoring all critical dates, reviews, renewals, inspections, checks, training requirements, safeguarding actions and compliance obligations.
- 5.8 If the Organisation enters incorrect, incomplete or outdated information, ChurchBase shall not be responsible for any resulting missed deadline, incorrect report, incorrect reminder, inappropriate access, compliance issue or safeguarding issue.
- 5.9 The Organisation warrants that it has all necessary legal bases, rights, consents, permissions and lawful authority required to upload, store and process Customer Data within the Service.
- 5.10 The Organisation remains responsible for ensuring that Authorised Users are trained and competent to use the Service appropriately for their roles.
- 5.11 Reminders, alerts, notifications, workflows, emails and system messages are administrative aids only. The Organisation remains responsible for independently monitoring all deadlines, reviews, renewals, safeguarding actions, compliance obligations and other required actions. ChurchBase shall not be responsible for any consequence of a reminder, alert, notification, workflow, email or system message not being generated, delivered, received, read or acted upon, whether due to incorrect data, user configuration, email delivery failure, third-party service failure, downtime, system error, system malfunction or any other cause, except to the extent such liability cannot lawfully be excluded.

6. Multisite and permission management

- 6.1 Where multisite functionality is available or enabled, the Organisation may be able to manage records, people, teams, buildings, safeguarding information, governance information, reports or permissions by site, congregation, location or ministry.
- 6.2 The Organisation is solely responsible for configuring sites, assigning users to sites, assigning roles, setting permissions and ensuring that access reflects each user's role and responsibilities.
- 6.3 ChurchBase does not verify whether site assignments, role assignments or permissions are appropriate.

- 6.4 The Organisation acknowledges that incorrect site assignments or permissions may result in users being unable to access information they need or being able to access information they should not see.
- 6.5 ChurchBase shall not be responsible for losses, claims, safeguarding issues, confidentiality issues or data protection issues arising from incorrect permissions, incorrect site assignments, shared accounts or failure to remove user access, except to the extent caused directly by ChurchBase's negligence or breach of these Terms.
- 6.6 Certain modules may not support site-based filtering or permissions at all times. The Organisation remains responsible for checking whether module behaviour meets its requirements before relying on it.
- 6.7 ChurchBase may enable, disable, change or extend multisite functionality from time to time as part of the development of the Service.

7. Platform limitations and no professional advice

- 7.1 ChurchBase is an administrative, record-keeping and compliance management platform. It is software only.
- 7.2 ChurchBase does not provide legal, safeguarding, charity law, governance, employment, HR, health and safety, insurance, property, buildings, surveying, compliance, regulatory, denominational or other professional advice.
- 7.3 Nothing within the Service, templates, knowledge base, reports, dashboards, reminders, generated content, AI-assisted content, support communications or documentation constitutes professional advice.
- 7.4 ChurchBase does not make decisions on behalf of the Organisation, assess safeguarding risk, investigate concerns, determine safeguarding outcomes, review safeguarding records, monitor uploaded content, assess compliance status or verify that actions have been completed.
- 7.5 ChurchBase does not guarantee compliance with any legal, safeguarding, charity, governance, employment, insurance, property, health and safety, data protection, denominational, regulatory or other obligation.
- 7.6 ChurchBase does not guarantee successful audit outcomes, inspection outcomes, regulatory outcomes, safeguarding outcomes or denominational compliance outcomes.
- 7.7 The Organisation must exercise its own judgement and obtain independent professional advice where appropriate.
- 7.8 Use of the Service does not relieve the Organisation of any responsibility it would otherwise have.

8. Templates, guidance, generated content and AI

- 8.1 ChurchBase may provide templates, guidance materials, knowledge base articles, policies, procedures, forms, checklists, risk assessment templates, governance templates, safeguarding templates, generated documents, automated suggestions and AI-assisted features from time to time.
- 8.2 Such materials may be created by ChurchBase, adapted from third-party sources or developed with third parties.
- 8.3 Templates and guidance are provided as starting points and administrative resources only. They are not advice and must be reviewed by the Organisation before use.
- 8.4 ChurchBase does not warrant that any template, guidance material, generated document or AI-assisted output is accurate, complete, current, legally compliant, suitable for a particular Organisation or appropriate for any specific purpose.
- 8.5 The Organisation may edit templates for its own internal use, but must not redistribute, resell, publish, sublicense or commercially exploit ChurchBase templates or materials without prior written consent.
- 8.6 ChurchBase may update, replace, withdraw or stop supporting templates, guidance materials, generated content or AI-assisted features at any time.
- 8.7 AI-assisted content may contain inaccuracies, omissions, outdated information or errors. The Organisation remains solely responsible for reviewing and approving all AI-assisted content before relying on it.
- 8.8 ChurchBase shall not intentionally use Customer Data to train public or third-party artificial intelligence models unless the Organisation has expressly agreed or unless such use is otherwise permitted under a separate written agreement.
- 8.9 Automated features may operate based on Customer Data, user settings or configured workflows. The Organisation remains responsible for monitoring and checking their operation.

9. Service provision, support, maintenance and changes

- 9.1 ChurchBase shall use reasonable skill and care in providing the Service.

- 9.2 ChurchBase shall use commercially reasonable endeavours to make the Service available but does not guarantee that the Service will be uninterrupted, error-free, free from defects or available at all times.
- 9.3 ChurchBase provides support on a reasonable endeavours basis and does not currently provide a formal service level agreement, guaranteed response time or guaranteed resolution time.
- 9.4 Support may be provided by email, support ticket, online resources, knowledge base articles, documentation or other channels made available by ChurchBase.
- 9.5 Planned maintenance will normally be scheduled between 22:00 and 07:00 UK time, where reasonably practicable. Emergency maintenance may be carried out at any time where reasonably necessary for security, stability or legal compliance.
- 9.6 ChurchBase shall maintain backup procedures designed to support disaster recovery. Backups may be performed multiple times each day, but ChurchBase does not guarantee successful recovery of any particular item of Customer Data.
- 9.7 ChurchBase may change hosting providers, infrastructure providers, email providers, payment providers, backup providers, monitoring providers and other third-party providers from time to time.
- 9.8 ChurchBase may develop, improve, modify, replace, remove or discontinue features, workflows, reports, modules, integrations, APIs, mobile applications, beta features, trial features and AI features from time to time.
- 9.9 ChurchBase shall use reasonable endeavours to avoid materially reducing the overall usefulness of the Service, but no particular feature is guaranteed to remain available indefinitely.
- 9.10 Demo, trial or beta environments are provided for evaluation only. They must not be used for live operational data unless ChurchBase expressly permits this in writing. Demo or trial data may be reset, modified or deleted at any time.
- 9.11 ChurchBase may provide assisted setup or migration support at its discretion. Unless expressly agreed in writing, ChurchBase does not provide consultancy, audits, safeguarding advice, compliance reviews or professional advisory services.

10. Customer data and data protection

- 10.1 The Organisation retains ownership of Customer Data. Nothing in these Terms transfers ownership of Customer Data to ChurchBase.
- 10.2 The Organisation grants ChurchBase a limited, non-exclusive licence to process Customer Data solely as necessary to provide, maintain, secure, support, administer and improve the Service in accordance with these Terms and the Data Processing Agreement.
- 10.3 In relation to Customer Data, the Organisation normally acts as Controller and ChurchBase normally acts as Processor. ChurchBase acts as Controller in relation to its own account administration, billing, support, marketing preference, website analytics and customer relationship information.
- 10.4 The parties shall comply with their respective obligations under Data Protection Legislation. Further details are set out in Schedule 1.
- 10.5 Customer Data is intended to be hosted primarily within the United Kingdom and/or other jurisdictions considered appropriate under Data Protection Legislation. Where transfers outside the United Kingdom are necessary, ChurchBase shall use appropriate safeguards where required by law.
- 10.6 The Service may permit the upload of attachments including PDFs, images, emails, Word documents, spreadsheets, reports and supporting evidence. The Organisation remains solely responsible for all uploaded attachments.
- 10.7 ChurchBase shall maintain reasonable technical and organisational measures designed to protect Customer Data. The Organisation acknowledges that no system can guarantee absolute security.
- 10.8 Where ChurchBase becomes aware of a Personal Data Breach affecting Customer Data, it shall notify the Organisation without undue delay where required by law. The Organisation remains responsible for determining whether notification to regulators, individuals or third parties is required.
- 10.9 ChurchBase shall not automatically delete Customer Data during the subscription term except where required by law, requested by the Organisation or necessary for operational or security reasons.
- 10.10 The Organisation is responsible for exporting Customer Data before termination or expiry of access. Following termination, Customer Data may remain available for export for up to thirty days, after which access may be removed and Customer Data may be permanently deleted.

- 10.11 Customer Data may remain in encrypted or protected backups for a limited period after deletion from active systems. ChurchBase may, at its discretion and without obligation, attempt recovery from backups where technically feasible and may charge reasonable fees for recovery assistance.

11. Suspension, cancellation and termination

- 11.1 This Agreement starts when the Organisation first subscribes to or uses the Service and continues until terminated in accordance with these Terms.
- 11.2 The Organisation may cancel a monthly subscription at any time before the next billing date. Cancellation prevents future renewals but does not create a refund entitlement for any period already paid for.
- 11.3 The Organisation may cancel an annual subscription before the renewal date. Cancellation takes effect at the end of the current annual subscription period unless ChurchBase agrees otherwise.
- 11.4 ChurchBase may suspend all or part of the Service where reasonably necessary due to non-payment, security concerns, suspected fraud, suspected unlawful activity, suspected breach of these Terms, protection of the Service, protection of other customers, emergency maintenance or legal requirements.
- 11.5 ChurchBase may terminate this Agreement immediately where the Organisation commits a material breach, fails to pay fees after any applicable grace period, uses the Service unlawfully, engages in prohibited activities, creates legal or security risk, becomes insolvent or where ChurchBase is required to terminate by law.
- 11.6 Upon termination, all licences granted to the Organisation cease, user access may be disabled and the Organisation must stop using the Service.
- 11.7 Termination does not affect rights, remedies, obligations or liabilities that accrued before termination, including payment obligations, confidentiality obligations, data protection obligations, intellectual property obligations and liability limitations.

12. Intellectual property, confidentiality and publicity

- 12.1 The Service, software, code, databases, designs, interfaces, templates, documentation, guidance, reports, workflows, branding, trade marks, logos and website content remain the property of ChurchBase or its licensors.
- 12.2 The Organisation must not copy, reverse engineer, decompile, disassemble, frame, mirror, commercially exploit or create derivative works from the Service, except to the extent expressly permitted by these Terms or required by law.
- 12.3 The Organisation must not access or use the Service to build, assist with or benchmark a competing product or service.
- 12.4 The Organisation retains ownership of its Customer Data.
- 12.5 The Organisation may provide feedback or suggestions. ChurchBase may use such feedback without restriction or compensation for product development and improvement.
- 12.6 Each party shall keep the other party's confidential information confidential and shall use it only for purposes connected with these Terms.
- 12.7 Customer Data, safeguarding records, allegations, incident records, security information, technical information and non-public business information shall be treated as confidential.
- 12.8 Confidential information may be disclosed to employees, contractors, service providers, professional advisers, regulators or authorities where reasonably necessary, legally required or permitted by these Terms.
- 12.9 ChurchBase shall not use the Organisation's name, logo or identity for external marketing, case studies, testimonials, reference sites or promotional materials without the Organisation's consent. This does not prevent ChurchBase from displaying the Organisation's name, logo, site names, slugs or identifiers within the Service or related service communications where reasonably necessary for the operation of the Service, including the church finder, login screens, user invitations, system emails, billing documents, support records, administrative screens and URLs.

13. Liability, indemnities and risk allocation

- 13.1 The Organisation acknowledges that the fees charged for the Service reflect the allocation of risk in these Terms.
- 13.2 The Organisation uses the Service at its own risk and remains responsible for all decisions, actions and outcomes arising from its use of the Service.

- 13.3 To the fullest extent permitted by law, ChurchBase shall not be liable for indirect, consequential, special, incidental or exemplary loss or damage, whether or not such losses were foreseeable.
- 13.4 To the fullest extent permitted by law, ChurchBase shall not be liable for loss of income, revenue, donations, grants, fundraising income, profits, anticipated savings, opportunity, goodwill, reputation, business, members, volunteers, contracts, use or productivity.
- 13.5 Subject to clause 13.8, ChurchBase shall not be liable for loss arising from inaccurate Customer Data, incorrect configuration, incorrect permissions, incorrect site assignments, user error, reminder failures, alert failures, notification failures, email delivery failures, workflow failures, third-party failures, internet failures, cyber attacks, system downtime, system errors, system malfunction or data loss.
- 13.6 ChurchBase shall not be liable for safeguarding incidents, safeguarding failures, allegations, disclosures, investigations, safeguarding decisions, safeguarding outcomes, compliance failures, governance failures, trustee failures, employment disputes, health and safety breaches, insurance deficiencies, property-related failures, regulatory action, audit outcomes or inspection outcomes.
- 13.7 Subject to clause 13.8, ChurchBase's total aggregate liability arising under or in connection with these Terms, whether in contract, tort including negligence, breach of statutory duty or otherwise, shall not exceed the total fees paid by the Organisation to ChurchBase during the twelve months immediately preceding the event giving rise to the claim.
- 13.8 Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation or any liability which cannot lawfully be excluded or limited.
- 13.9 The Organisation shall indemnify ChurchBase against claims, losses, liabilities, damages, costs and expenses arising from the Organisation's breach of these Terms, unlawful processing of Customer Data, misuse of the Service, infringement of third-party rights, unlawful uploaded content, inaccurate information or actions of Authorised Users.
- 13.10 ChurchBase shall not be liable for failure or delay caused by events beyond its reasonable control, including natural disasters, war, terrorism, industrial disputes, utility failures, internet failures, supplier failures, government action or widespread cyber incidents.
- 13.11 Each exclusion and limitation of liability in these Terms shall apply only to the fullest extent permitted by law. If any exclusion or limitation is found to be invalid, unlawful or unenforceable, it shall be treated as modified to the minimum extent necessary to make it valid, lawful and enforceable, and the remaining exclusions and limitations shall continue to apply.

14. General provisions

- 14.1 These Terms, together with any documents expressly incorporated by reference, constitute the entire agreement between the parties in relation to the Service.
- 14.2 ChurchBase may amend these Terms from time to time. Where a material change affects the rights or obligations of Organisations, ChurchBase shall provide reasonable notice, which may be given by email, in-Service notification, website publication or any combination of these.
- 14.3 Continued use of the Service after amended Terms take effect constitutes acceptance of the amended Terms. If the Organisation does not agree, it must stop using the Service and cancel its subscription before the amended Terms take effect.
- 14.4 The Organisation may not assign, transfer, novate, subcontract or otherwise dispose of its rights or obligations under these Terms without ChurchBase's prior written consent. ChurchBase may assign, transfer, novate, subcontract or otherwise dispose of its rights or obligations, including in connection with a sale, restructure or transfer of the business.
- 14.5 Nothing in these Terms creates a partnership, joint venture, agency relationship or employment relationship between the parties.
- 14.6 If any provision of these Terms is held to be invalid, unlawful or unenforceable, the remaining provisions shall remain in full force and effect.
- 14.7 A failure or delay by either party to exercise a right or remedy shall not constitute a waiver.
- 14.8 A person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms.
- 14.9 Notices may be served by email, post, courier or secure messaging functionality within the Service where available. Notices sent by email shall be deemed received at the time of transmission unless a delivery failure notification is received.

- 14.10 The Organisation may accept these Terms electronically, including through account registration, subscription purchase, acceptance checkboxes, electronic signatures or continued use of the Service.
- 14.11 These Terms and any dispute arising from them shall be governed by the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction.
- 14.12 Provisions which by their nature are intended to survive termination shall survive, including confidentiality, data protection, intellectual property, liability, indemnity, payment, dispute resolution, governing law and jurisdiction provisions.

Schedule 1 - Data Processing Agreement

1. Purpose and status

- 1.1 This Data Processing Agreement forms part of the Terms and applies where ChurchBase processes Personal Data on behalf of the Organisation.
- 1.2 The purpose of this DPA is to define the parties' respective obligations under Data Protection Legislation.
- 1.3 Terms used in this DPA, including Controller, Processor, Personal Data, Special Category Data, Data Subject, Processing and Personal Data Breach, have the meanings given by Data Protection Legislation.

2. Roles of the parties

- 2.1 In relation to Customer Data, the Organisation acts as Controller and ChurchBase acts as Processor.
- 2.2 In relation to account administration data, billing information, support records, marketing preferences, website analytics and customer relationship data, ChurchBase acts as Controller.
- 2.3 Each party shall comply with its respective obligations under Data Protection Legislation.

3. Processing instructions

- 3.1 ChurchBase shall process Personal Data only on documented instructions from the Organisation, including these Terms and this DPA, unless required by law to process Personal Data otherwise.
- 3.2 The Organisation instructs ChurchBase to process Personal Data as necessary to provide, maintain, support, secure, administer, back up, restore and improve the Service.
- 3.3 ChurchBase shall notify the Organisation if, in its reasonable opinion, an instruction infringes Data Protection Legislation, unless prohibited from doing so by law.

4. Nature, purpose and duration of processing

- 4.1 ChurchBase processes Personal Data for the purpose of providing the Service to the Organisation.
- 4.2 Processing activities may include collection, storage, organisation, retrieval, display, reporting, transmission, backup, restoration, support, administration, security monitoring and deletion.
- 4.3 Processing shall continue for the subscription term and any applicable retention, export, backup or deletion periods described in the Terms.

5. Confidentiality and personnel

- 5.1 ChurchBase shall ensure that persons authorised to process Personal Data are subject to appropriate confidentiality obligations.
- 5.2 ChurchBase shall restrict access to Personal Data to personnel who reasonably require access for the operation, support, maintenance, security or administration of the Service.

6. Security measures

- 6.1 ChurchBase shall maintain reasonable technical and organisational measures designed to protect Personal Data against unauthorised or unlawful processing and against accidental loss, destruction or damage.
- 6.2 Such measures may include encrypted transmission, encryption at rest where appropriate, access controls, multi-factor authentication for administrative access, logging, backup procedures, monitoring and vulnerability management.
- 6.3 ChurchBase may modify security measures from time to time to reflect operational, technological, security or legal requirements.

7. Sub-processors

- 7.1 The Organisation authorises ChurchBase to engage sub-processors in connection with the Service.
- 7.2 Sub-processors may include hosting providers, cloud infrastructure providers, backup providers, email providers, payment providers, monitoring providers, analytics providers and support providers.
- 7.3 ChurchBase shall take reasonable steps to ensure that sub-processors are subject to appropriate contractual obligations relating to confidentiality, security and data protection.
- 7.4 ChurchBase may appoint, replace or remove sub-processors from time to time. ChurchBase shall maintain information about significant sub-processors where reasonably practicable.

8. International transfers

- 8.1 ChurchBase may transfer or permit access to Personal Data outside the United Kingdom where necessary for the operation of the Service.
- 8.2 Where required by Data Protection Legislation, ChurchBase shall use appropriate transfer safeguards, which may include adequacy regulations, International Data Transfer Agreements, Standard Contractual Clauses or other lawful transfer mechanisms.

9. Data subject rights and assistance

- 9.1 The Organisation remains responsible for responding to requests from Data Subjects, including requests for access, rectification, erasure, restriction, portability and objections to processing.
- 9.2 Taking into account the nature of processing and the information available to ChurchBase, ChurchBase shall provide reasonable assistance where necessary and technically feasible.
- 9.3 ChurchBase may charge reasonable fees where assistance requires substantial manual work beyond normal service provision.

10. Personal Data Breaches

- 10.1 Where ChurchBase becomes aware of a Personal Data Breach affecting Customer Data, ChurchBase shall notify the Organisation without undue delay where required by Data Protection Legislation.
- 10.2 ChurchBase shall provide information reasonably available to it regarding the nature of the breach, categories of affected data, likely consequences and mitigation steps taken or proposed.
- 10.3 The Organisation remains responsible for determining whether notification to regulators, Data Subjects or third parties is required.

11. Audits and information

- 11.1 ChurchBase shall make available information reasonably necessary to demonstrate compliance with this DPA.
- 11.2 Audits shall normally be conducted remotely unless otherwise agreed.
- 11.3 ChurchBase may refuse or restrict requests that compromise security, confidentiality, other customers' information, commercial sensitivity, legal privilege or operational integrity, or which are excessive or unreasonable.

12. Return and deletion

- 12.1 Following termination, the Organisation may export Customer Data in accordance with the Terms.
- 12.2 Customer Data may remain available for export for up to thirty days following termination. Following expiry of that period, ChurchBase may permanently delete Customer Data.
- 12.3 Backup copies may continue to exist for a limited period within routine backup systems until overwritten or deleted in the ordinary course of business.
- 12.4 Nothing in this DPA requires ChurchBase to retain Customer Data indefinitely.

13. Liability

- 13.1 The liability provisions in the Terms apply to this DPA.
- 13.2 Nothing in this DPA increases ChurchBase's liability beyond the limits stated in the Terms.

Schedule 2 - Processing Details, Sub-processors and Security Measures

A. Processing details

Item	Description
Controller	Customer Organisation
Processor	ChurchBase
Purpose of processing	Provision of safeguarding, governance, compliance, GDPR, buildings and premises, risk assessment, document, billing, support ticket and record management software.
Duration	Subscription term plus applicable export, retention, backup and deletion periods.
Categories of Data Subjects	Ministers, clergy, trustees, leaders, employees, volunteers, children, parents, guardians, visitors, congregation members, safeguarding subjects, contractors and other contacts recorded by the Organisation.
Categories of Personal Data	Names, contact details, roles, dates, DBS records, training records, governance records, decision records, building records, GDPR records, support ticket content, uploaded documents, notes and other information entered or uploaded by the Organisation.
Special Category Data	Safeguarding information, allegations, incident information, religious information, health information where uploaded, information relating to vulnerable individuals and other special category data entered by the Organisation.
Processing activities	Collection, storage, organisation, retrieval, reporting, transmission, backup, restoration, support, administration, monitoring and deletion.

B. Sub-processor categories

- B.1 Hosting and cloud infrastructure providers.
- B.2 Backup and disaster recovery providers.
- B.3 Email delivery and communication providers.
- B.4 Payment processing and Direct Debit providers.
- B.5 Security, monitoring and logging providers.
- B.6 Support, operational and administration providers.
- B.7 Analytics and service improvement providers.

C. Security measures

- C.1 Access controls designed to restrict access to authorised users and authorised personnel.
- C.2 Mandatory multi-factor authentication for Administrator accounts.
- C.3 Encryption of data in transit and encryption at rest where appropriate.
- C.4 Backup procedures designed to support disaster recovery.
- C.5 Logging and audit controls where technically practicable.
- C.6 Reasonable monitoring, maintenance and vulnerability management processes.
- C.7 Confidentiality obligations for personnel authorised to access Customer Data.
- C.8 Reasonable business continuity and disaster recovery arrangements appropriate to the nature of the Service.