

GDPR Check & Verify Register

Constitution and Membership Agreement

Incorporating the Voluntary Code of Business Conduct

Version 3.0 — October 2026

Administered by Transition Law

1. Interpretation and Status of the Programme

1.1 The GDPR Check & Verify Register (“Programme” or “Register”) is a voluntary data protection membership and assessment programme established and administered by Transition Law.

1.2 “Transition Law” means Mr Harold Robert Linford and Mrs Jennifer Jane Linford trading in partnership as Transition Law. “Member” means an admitted business or organisation. “Membership” means its approved twelve-month period. “Voluntary Code” means Section 2. “Membership Shield” means the approved logo showing the membership number and expiry date. “Mini Audit” means a proportionate review consultation concerning changes, legal developments and apparent remedial needs. “Member Benefits” means those expressly included under Section 6.

1.3 The Register is a private voluntary programme, not operated or endorsed by the Information Commissioner’s Office or another statutory regulator.

1.4 Membership is not statutory certification, regulatory approval, independent accreditation or a guarantee of compliance with the UK GDPR, Data Protection Act 2018 or other law.

1.5 The Programme encourages and recognises commitment to appropriate data protection practices; each Member retains responsibility for its own legal compliance.

1.6 References to legislation include applicable amendments, replacements and related legislation in force from time to time.

2. Voluntary Code of Business Conduct

2.1 General Compliance

Members will take reasonable and appropriate steps to maintain their data protection policies, procedures and processing activities in accordance with applicable law, observing its principles as well as its express requirements.

2.2 Accountability and Documentation

Members will maintain appropriate records, policies and assessments proportionate to their processing and risks, and update arrangements following material legal or operational changes.

2.3 Transparency

Members will communicate honestly and transparently about their handling of personal information and maintain appropriate privacy information.

2.4 Marketing

Members will comply with applicable data protection and electronic marketing law, including PECR where relevant, and maintain appropriate preference and objection procedures.

2.5 Lawful Basis and Legitimate Interests

Members will identify and document appropriate lawful bases. Where ordinary legitimate interests are relied upon, an appropriate assessment will be recorded where required or reasonably necessary. This does not require a balancing assessment where the law provides a recognised legitimate interest without one.

2.6 Individual Rights

Members will maintain appropriate procedures for identifying, assessing and responding to individual rights requests within applicable legal timescales, including lawful extensions, pauses and exemptions.

2.7 Personal Data Breaches

Members will identify, investigate, record and respond appropriately to actual or suspected breaches and make statutory notifications where required.

2.8 Staff Awareness and Training

Where personnel process personal data, Members will provide appropriate guidance and training, recording it where appropriate.

2.9 Suppliers and Processors

Members will take reasonable steps to assess relevant suppliers and processors and maintain legally required contractual arrangements.

2.10 Integrity

Members will not knowingly make misleading claims about their compliance or membership. The Shield must never be represented as proof of full legal compliance.

2.11 Regulatory Action and Material Compliance Concerns

Members must promptly notify the Programme if subject to formal regulatory enforcement action concerning data protection, or aware of a serious or systemic compliance failure materially calling continued eligibility into question. Routine regulatory enquiries, complaints or investigations do not automatically breach this Code or justify suspension. Circumstances and corrective action will be considered fairly and proportionately.

2.12 Cooperation and Corrective Action

Members will cooperate reasonably with proportionate eligibility enquiries and address material shortcomings within a reasonable period. The Programme does not assume responsibility for implementing compliance arrangements.

3. Application and Admission

3.1 Membership is available to businesses and organisations committed to responsible data protection practices and this Code.

3.2 Admission requires a satisfactory, proportionate assessment of relevant documentation and arrangements by Transition Law or its authorised assessor.

3.3 Applicants must supply sufficient information and complete the applicable application or acceptance process.

3.4 Existing Transition Law client assessments may be relied upon, subject to necessary updating or verification.

3.5 Further information or remedial work may be requested before admission.

3.6 Admission is discretionary but decided fairly on reasonable grounds relevant to the Programme.

3.7 Membership commences only on confirmation of admission and issue of a membership number and expiry date.

4. Membership Fees and Assessment Charges

4.1 Membership is free of charge. No annual subscription applies.

4.2 An initial assessment and administration fee of £100 may be charged where an applicant is not an existing Transition Law client whose relevant arrangements have already been professionally assessed.

4.3 The fee pays for assessment and administration, not membership; payment does not guarantee admission.

4.4 Any assessment fee will be disclosed and agreed before chargeable work begins.

4.5 Substantial remedial work, preparation of documents or other professional services will be separately quoted and undertaken only by agreement.

4.6 Existing clients whose relevant arrangements have been assessed will not normally incur an additional initial assessment fee.

4.7 There is no membership renewal fee, non-renewal charge or membership cancellation fee.

5. Membership Period and Renewal

5.1 Each approved membership lasts twelve months from the confirmed commencement date.

5.2 Membership does not renew automatically.

5.3 Responsibility for seeking renewal rests with the Member. Members wishing to renew should contact the Programme during their renewal month and arrange the annual Mini Audit before expiry.

5.4 Transition Law intends, where time and resources reasonably permit, to contact Members during their renewal month to offer the annual Mini Audit and discuss renewal. This is a courtesy service and does not transfer responsibility for renewal to Transition Law. Failure to issue or receive a reminder does not extend membership or prevent expiry.

5.5 The Mini Audit considers relevant legal and organisational developments, continuing suitability of arrangements and apparent need for further work.

5.6 Additional remedial or professional work will be explained and any proposed charges agreed before work begins.

5.7 Renewal requires both parties' agreement and satisfactory consideration of continuing eligibility.

5.8 If not renewed, membership expires automatically at the end of the current period, without notice or payment.

5.9 On expiry the Member must cease claims of current membership and discontinue use of the Shield.

6. Free Member Benefits

6.1 During active membership, the following benefits are available without additional charge, subject to these limits.

6.2 General data protection advice: up to fifteen minutes concerning a distinct question or issue.

6.3 Compliant marketing: up to fifteen minutes concerning a distinct marketing or electronic communications issue.

6.4 Individual rights: up to fifteen minutes concerning a distinct subject access or other rights request.

6.5 Data breaches: up to fifteen minutes of initial advice concerning a distinct suspected or actual breach.

6.6 Supplier assessments: up to fifteen minutes concerning a distinct supplier or processor issue.

6.7 Annual Mini Audit: one proportionate consultation in each twelve-month period, normally connected with renewal.

6.8 Each advice benefit applies per distinct event, incident or query, not unlimited access to an advisory service.

6.9 Benefits are brief guidance, excluding drafting, detailed opinions, representation, investigation, extensive research or substantive professional work unless separately agreed.

6.10 Preferential fees may be offered for separately engaged Transition Law services, potentially including a conditional prompt-payment discount.

6.11 Membership carries no automatic entitlement to a fixed percentage discount.

6.12 Benefits may reasonably be amended for future periods. Material changes during an existing period will be notified reasonably, with an opportunity to withdraw without charge.

7. Membership Shield and Online Display

7.1 Approved Members receive a Shield with unique membership number and expiry date.

7.2 Members operating a business website are expected to display the current Shield linked to the Programme's designated website or verification page as a condition of accessing the full range of Member Benefits.

7.3 Members without a business website are exempt; no Member must create a website.

7.4 The Shield may also appear on appropriate correspondence or promotional material if not misleading.

7.5 The Shield indicates current membership and commitment to the Voluntary Code, not certification of legal compliance.

7.6 The Shield and associated branding remain the intellectual property of the Programme or Transition Law.

7.7 A limited, non-exclusive, non-transferable licence applies solely during active membership.

7.8 Members must not alter the membership number, expiry date or meaning of the Shield or use it misleadingly.

7.9 Following expiry, withdrawal, suspension or termination, the Member must promptly remove the Shield and claims of current membership.

8. Suspension, Withdrawal and Termination

8.1 Members may withdraw at any time by written notice, without minimum notice or cancellation fee.

8.2 Withdrawal takes effect on receipt unless a later date is requested.

8.3 The Programme may suspend or terminate for serious or repeated Code breaches, knowing misrepresentation, failure to remedy material shortcomings reasonably, misuse of branding or conduct fundamentally inconsistent with its purposes.

8.4 Ordinarily, concerns will be explained and a reasonable opportunity to respond or remedy provided before termination.

8.5 Immediate suspension is permitted where reasonably necessary to prevent serious misrepresentation, misuse or material harm; reasons will follow as soon as practicable.

8.6 Unsubstantiated allegations and routine regulatory enquiries are not automatic grounds for termination.

8.7 Ending membership ends benefits and permission to use the Shield.

8.8 Ending membership does not automatically terminate separate Transition Law professional engagements.

8.9 It does not remove lawful rights to continue using client-specific documents supplied under separate engagements.

9. Relationship with Transition Law Professional Services

9.1 Membership is distinct from any separate professional legal, data protection, governance or consultancy engagement.

9.2 Separately commissioned work is governed by the relevant engagement confirmation and Transition Law Terms of Business.

9.3 The Programme does not assume responsibility for day-to-day compliance, management decisions or implementation.

9.4 Admission or renewal is not a continuous audit or assurance that all processing has been examined.

9.5 Separate professional advice remains subject to its agreed scope, limitations and responsibilities.

10. Communications and Data Protection

10.1 The Programme uses Member contact details for applications, assessment, records, benefits, renewal enquiries and other necessary administration.

10.2 Transition Law may contact Members concerning the administration of their membership, including its approaching expiry, renewal arrangements and the annual Mini Audit. Such communications form part of the administration of the Programme and are distinct from any separate direct marketing communications, which will be undertaken only where permitted by applicable data protection and electronic communications legislation. Members remain responsible for monitoring their expiry date and seeking renewal under Section 5.

10.3 Members may receive relevant professional updates or other communications where permitted by applicable data protection and electronic communications legislation.

10.4 Membership does not require consent to unrelated direct marketing; preferences and objections will be respected.

10.5 Personal information is processed under applicable data protection legislation and Transition Law's published Privacy Notice.

10.6 The Programme may maintain limited current membership details, numbers and expiry dates for appropriate verification.

11. Administration, Complaints and General Provisions

11.1 Transition Law administers the Programme, assessment arrangements, membership decisions and Register.

11.2 Members may raise concerns at office@transitionlaw.com.

11.3 Concerns will be considered fairly; Members may request reconsideration of suspension or termination decisions, explaining their objections.

11.4 The Programme may amend these terms for changes in law, administration or benefits, with reasonable notice of material changes affecting current members unless immediate action is legally necessary or required to prevent serious harm.

11.5 Changes will not retrospectively impose subscriptions, renewal fees or cancellation charges on existing Members.

11.6 Reasonable care will be taken in administration, but the Programme does not guarantee any Member's compliance, commercial success or regulatory standing.

11.7 Nothing excludes or restricts liability for fraud, fraudulent misrepresentation, death or personal injury caused by negligence or other liability that cannot lawfully be excluded.

11.8 Unenforceability of one provision does not invalidate the others insofar as lawful.

11.9 The Agreement is governed by the law of England and Wales, subject to mandatory protections and jurisdictional rules.

11.10 These are membership terms and do not vary a separate professional services agreement unless expressly agreed.

Contact Details

GDPR Check & Verify Register — administered by Transition Law

Law Chambers MV-036, The Exchange, 73 Barton Street, Tewkesbury, GL20 5PY

Telephone: 0330 2233 506 | Email: office@transitionlaw.com

Version 3.0 — October 2026. This version supersedes Version 2.1 (January 2024) for memberships accepted or renewed under these terms.