



**Depends**  
Data Protection



The Data Protection Lady  
PRIVACY, ASSURANCE, TRUST

## **Joint Venture Agreement**

**June 2025**

## JOINT VENTURE AGREEMENT

This Joint Venture Agreement ("Agreement") is made and entered into as of 5 June 2025 by and between:

1. **Depends Data Protection Limited**, a company incorporated and registered in England and Wales with company number 14628566, whose registered office is at Ground Floor, Nautica House, Waters Meeting Road, Bolton, England, BL1 8SW ("DDPL"); and
2. **The Data Protection Lady Limited**, a company incorporated and registered in England and Wales with company number 16488742, whose registered office is at Edenwood Place, 15 Old Chatham Road, BlueBell Hill, Aylesford, Kent, ME20 7EZ ("TDPLL").

Collectively referred to as the "Parties" and individually as a "Party".

### WHEREAS:

Depends Data Protection Limited possesses expertise and resources in

- Data Protection Officer (DPO) services;
- Creation and/or delivery of training;
- Data Protection Impact Assessments;
- Legitimate Interest Assessments;
- Personal Data Breach management, and
- Audits.

The Data Protection Lady Limited possesses expertise and resources in

- Data Protection Officer (DPO) Services;
- Privacy Notice drafting;
- DSAR services;
- PECR compliance: Cookies and Marketing; and
- Audits.

The Parties desire to collaborate and combine their respective strengths to undertake a specific project/business venture, as more fully described herein.

### 1. Purpose

1.1 The Parties agree to form a joint venture ("JV") to:

- a) Collaborate in the delivery of data protection services;
- b) Provide reciprocal support and service coverage during periods of annual leave or absence;
- c) Jointly market and bid for contracts under a shared service identity, and
- d) Ensure a smooth transition of TDPLL's clients to DDPL or the JV upon the planned retirement of TDPLL's principal.

### 2. Scope of Joint Venture

2.1 The JV will operate under the name The Data Protection Partnership.

2.2 Each Party retains its legal and financial independence.

2.3 The JV is not a separate legal entity unless otherwise agreed in writing.

2.4 Each Party agrees to:

- Share availability and support calendars;
- Refer work to the other Party where appropriate;
- Promote the joint venture in client proposals, marketing materials, and tenders (where appropriate); and
- Respect the brand identity and reputation of the other Party.

### 3. Governance and Decision Making

3.1 The Parties will establish a Steering Group comprising one representative from each Party.

3.2 The Steering Group will:

- Meet quarterly (or as needed) to review progress and performance;

- Agree decisions on joint marketing, client handling, and strategy;
- Maintain a record of key decisions in writing.

#### **4. Financial Arrangements**

- 4.1 Each Party shall invoice clients it has contracted with unless otherwise agreed.
- 4.2 Where work is shared, financial arrangements will be agreed in advance and confirmed in writing.
- 4.3 No Party shall commit the other to any financial or legal obligation without prior written consent.

#### **5. Client Transition**

- 5.1 TDPLL shall notify clients of the intention to transition ongoing services to DDPL or the JV at least six months before the transition date.
- 5.2 The transition date shall be agreed at a Steering Group meeting.
- 5.3 The Parties shall cooperate to ensure:
- Client agreement is obtained where necessary.
  - Service continuity and quality are maintained;
  - Branding and communications are coordinated.
- 5.4 All client data sharing or transfer shall comply with applicable data protection law.

#### **6. Intellectual Property and Branding**

- 6.1 Each Party retains ownership of its respective brand and intellectual property.
- 6.2 Any jointly developed content or branding shall be jointly owned unless otherwise agreed.

- 6.3 Use of the joint venture branding shall be subject to mutual agreement.

#### **7. Confidentiality**

- 7.1 Each Party agrees to keep confidential all non-public information shared in the course of the JV and not disclose such information to third parties except as required by law or with prior written consent.

#### **8. Term and Termination**

- 8.1 This Agreement shall commence on the date first above written and continue until terminated by either Party giving not less than 3 months' written notice.


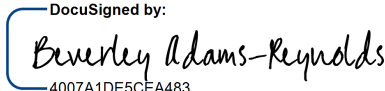
#### **9. Referrals**

- 9.1 If one Party introduces work to the other Party, the introducing Party will receive 5% of the fee; for DPO services it will be 5% of the first year's fee.
- 9.2 Referral fees become payable once the delivering Party has been paid for the work.

#### **10. Miscellaneous**

- 10.1 This Agreement does not constitute a partnership or agency under the Partnership Act 1890.
- 10.2 Any variation to this Agreement must be in writing and signed by both Parties.
- 10.3 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

| Signed for and on behalf of DDPL   | Signed for and on behalf of TDPLL   |
|--|---|
| Signature: <div><div>Signed by:</div><div><div>787BF6F94A1C40D...</div></div></div> | Signature: <div><div>DocuSigned by:</div><div><div>4007A1DE5CEA483...</div></div></div> |
| Name: Gary Shipsey   | Name: Beverley Adams-Reynolds   |
| Date: 02/06/2025   | Date: 02/06/2025  |

# The Data Protection Partnership

Call: 0203 105 0848



**Depends**  
Data Protection

**Gary Shipsey**

[LinkedIn](#)

- Over 20 years' experience turning data protection law into practical solutions.
- External Data Protection Officer for many UK organisations, from nationwide charities to SMEs.
- Holds BCS Practitioner Certifications in Freedom of Information, Data Protection and Information Risk Management.
- Worked with over 350 organisations across a number of sectors, including charities, education, health, public and private business of all sizes. This work ranged from training boardrooms through to frontline staff; conducting detailed audits; policy reviews; Data Protection Impact Assessments and personal data breach management.
- Started career in local government and then the Audit Commission.
- Started his own business in 2013, learning from direct, hard experience a host of new skills beyond his data protection expertise.
- Author of the Fundraising Regulator's inaugural guidance "*Personal Information and Fundraising: Consent, Purpose and Transparency*" and was invited by the ICO to speak at the conference held for the charity sector to improve fundraising practice.



The Data Protection Lady  
PRIVACY. ASSURANCE. TRUST™

**Beverley Adams-Reynolds**

[LinkedIn](#)

- Bev fell into the data protection world in 2004 when the company she worked at said 'you're interested in privacy rights, you can do this for us', and she was immediately hooked.
- Bev has worked in both the public sector (including the NHS) and has over a decade's experience in the charity sector, being the DPO for a national homelessness charity until early 2023.
- Bev established The Data Protection Lady in 2023, working with smaller charities and business owners who simply 'don't know what they don't know' when it comes to being compliant with data protection law, and has quickly developed a reputation for being pragmatic and approaching compliance with a risk-based mind-set.
- Bev holds the BCS Practitioner Certification in Data Protection (including the GDPR upgrade), is CISMP (Certificate in Information Management Principles 27002) qualified, and holds the advanced certification in 27002 Information Security Management.
- The Data Protection Lady, as a business, is Cyber Essentials certified.
- Bev is also the creator of the '[Mastering Data Protection Compliance for Small Businesses](#)' Programme – an online modular programme supporting SMEs improve their data protection maturity.