

Date: 9 October 2026

Subject: Hosting & Data Processing Agreements – Website Hosting

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1. Recommendations

- 1.1. To pursue entering into a Data Processing Agreement (DPA) and webhosting contract with the Council's current website host,
- 1.2. To use this as an opportunity to review and regularise the Council's data protection arrangements.
- 1.3. Working versions of the two agreements have been provided.
- 1.4. That the Council either
 - a) Authorises the Clerk to sign final versions on behalf of the Council in consultation with the Council or the Chair, or
 - b) Requests the Clerk to present final information and agreements to the November meeting for approval by the Council

2. Background

- 2.1. The Council has used Judges Webdesign (formerly known as Kingsbridge Websites) to host the community website at blackawtoncommunity.com since 2018. The service is inexpensive. In addition to councillors email accounts it provides 22 domain-based email accounts used by community groups. The site and email accounts collect personal data including names, email addresses, phone numbers, and contact details from residents, community groups, and local businesses.
- 2.2. It is anticipated that community volunteer groups, the parish council, and the community website do not to handle highly sensitive confidential information, however data management obligations still apply.
- 2.3. Under Article 28 UK GDPR, any organisation that engages a third party to process personal data on its behalf must have a written contract in place meeting specific requirements. The Council does not have either a formal hosting agreement or a data processor agreement (DPA).

3. Proposal

The Clerk proposes that the Council enters into a DPA and a webhosting agreement.

The alternative approach would be to change host.

Benefits of the proposed approach

- The host has provided a reliable, cost-effective service for nearly eight years; the site and 22 email accounts are well established in the community.
- A DPA has specific content required (specified in law and described on the Information Commissioners' website). The host has confirmed willingness to sign a DPA in principle. The document itself has not yet been agreed.
- No disruption to the website, email accounts, or the community groups who rely on them.
- The contracting process provides a useful opportunity to review the scope of personal data processed, confirm data locations, security measures, access to email content, and document the Council's instructions.
- The Council meets its legal obligation with a proportionate, practical step.

Risks

- The host retains access to email content across 22 accounts, which is more sensitive than static website data. This is normal practice and mitigated by the DPA's confidentiality, security, and access-control clauses.

- The host's sub-processors (e.g., cloud infrastructure providers) are not directly contracted to the Council. This is standard industry practice and is addressed by the flow-down obligations in the DPA.
- Data is stored in the UK, so no international transfer risks apply.

Assessment

Subject to further clarification and discussion with the webhost, it appears that entering into the DPA and hosting agreement is the proportionate and practical course.

Changing host would incur cost, time, and disruption to the community groups who use the 22 email accounts.

The residual risks should be low and be addressed by the terms of the agreement.