

Manor Royal BID Privacy Policy and Website Terms & Conditions

Version 1.0

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This document explains who the Manor Royal BID is, why it processes personal data, and the lawful basis for that processing. This document also explains the terms and conditions of website use.

PRIVACY POLICY

About Manor Royal BID

The Manor Royal BID Company (MRBD Limited) is a limited company incorporated in England and Wales with the company number 8542859, having a registered office at Richard Place Dobson Services Ltd, 1-7 Station Road, Crawley, West Sussex, RH10 1HT.

The Manor Royal BID Company (“Manor Royal BID” / “The BID” / “Us” / “We” / “Our”) is the BID body for the purposes of the BID Statutory Provisions as per Part 4 of the Local Government Act 2003 and the Business Improvement Districts (England) Regulations 2004.

MRBD is legally and operationally responsible to the businesses in the Manor Royal BID area for all BID activities. The BID Board represents the views of the businesses that have voted for it and acts on their behalf.

How to contact the Manor Royal BID

By post (or in person): Unit 38 Basepoint Business Centre, Metcalf Way, Manor Royal Business District, Crawley, West Sussex, RH11 7XX

By telephone: 01293 813 866

By email (and website): info@manorroyal.org (www.manorroyal.org)

The data controller for the BID

The Executive Director acts as the Data Controller for the Manor Royal BID and can be contacted in those ways set out above.

The reason we collect personal data

We collect personal data for to enable the efficient management of the BID to ensure that businesses and staff based in the defined BID area who may benefit from or be affected by the work of the BID are informed and aware of its activities.

For further information about these terms and conditions, please contact the Manor Royal BID Office.

Lawful basis for processing personal data in relation to the Manor Royal BID.

The Manor Royal BID does not and will not proactively or otherwise seek to obtain data other than that which relates to a Manor Royal business or a representative of that business and only as it is relevant to the work of the BID.

When collecting personal data in respect of identifying voters to participate in a BID Ballot, it is judged that this satisfies the **legal obligation** requirement as the BID Regulations require us to consult with levy payers and their voters on matters relating to the BID Ballot and the BID Proposals, where failure to do so might leave the BID open to criticisms of malpractice.

Beyond the BID Ballot, we consider that the lawful basis of **legitimate interest** is satisfied to justify the processing of personal data as it relates to levy payers, voters and representatives of businesses based in the defined Manor Royal BID area so that they are aware of how their BID Levy contribution is being invested to deliver the Business Plan for which they voted. This includes the distribution of the BID Levy Leaflet with the annual BID Levy bill, which is a requirement of the BID Regulations, and further relates to the official documents and communications of the BID, including but not limited to the Manor Royal News magazine and Monthly eBulletin.

Should the Manor Royal BID not provide levy payers, voters and representatives of businesses based in the defined Manor Royal BID area with this information throughout the defined BID Term it could be argued that it is not operating in an open and transparent way that is consistent with the spirit of collaboration in which the Manor Royal BID has been established.

It is further considered that there would be an expectation of those individuals in the Manor Royal BID area that once the Manor Royal BID has been mandated via the BID Ballot that the Manor Royal BID conveys in a clear, timely and open fashion the work of the BID being undertaken on their behalf so that they might benefit, challenge or otherwise be aware of that work as it affects them, their business, staff and colleagues.

Notwithstanding the above, we seek **consent** from contacts we may make in the course of delivering the Manor Royal BID Business Plan in order that we can fulfil our intention to deliver on our obligations in an open and transparent way.

We do not otherwise collect or process personal data relating to the general public or other individuals except where their consent has been obtained, or where there is a **contractual relationship** in place i.e. with one of our partners or contractors or where an individual has positively elected to receive content from us by subscribing to our mailing lists e.g. to receive our monthly ebulletin (delivered via Mailchimp with a user sign up / opt-in form).

None of the above over-rides the right for any individual within the Manor Royal BID area to request their personal data to be rectified or erased.

What personal data we collect

- Name, business name, job title, place of employment, postal and email addresses and telephone number.
- No sensitive or 'special category' personal data (ethnicity, sexuality, religious beliefs etc) is processed.

How we store personal data

Personal data is stored in the following ways:

For further information about these terms and conditions, please contact the Manor Royal BID Office.

- **Secure CRM System:** This is the primary way in which we store data. It is a secure, password protected system that can only be accessed by a limited number of individuals who are employed by the BID to carry out the business of the BID.
- **Paper records:** Some limited personal data is kept in paper files. These are usually records of attendance at events, responses to surveys or copies of emails and correspondence relevant to undertaking the work of the BID e.g. in the form of feedback on events or issues affecting the BID area. These records are stored in lockable cupboards.
- **Other electronic records:** Similar to paper records. Some limited personal data is kept securely in a password protected cloud-based back office system accessible by a limited number of individuals employed by the BID. These are usually records of attendance at events, responses to surveys or copies of emails and correspondence relevant to undertaking the work of the BID e.g. in the form of feedback on events or issues affecting the BID area.

In all cases access to these records, however stored, is secure (either by IT controls, password controlled access or in lockable cupboards) and limited to a small number of individuals who are employed by the BID to carry out the business of the BID.

How long we keep personal data for

We will retain personal data only for as long as an individual remains an employee of a company based in the defined BID area unless they specifically request that their data be erased. Should we discover that an individual is no longer an employee of a business based in the BID area we will, as soon as is practical, erase personal data we hold on them. If a business moves out of the BID area their data and any data relating to persons employed by that company will also be erased.

The exception to the above is where data relating to their attendance at a BID event or meeting (e.g. an AGM) or formal responses to the BID as part of a survey or representations made to the BID by that person on behalf of the company is kept for historical, statistical or technical reasons relating to the work of the BID.

Personal data relating to persons that are not an employee of a business in the BID area who have proactively consented to provide their data to the BID e.g. via the opt-in process to receive the eBulletin will be stored solely for that person until they elect to have their data erased or at which time it becomes obvious beyond doubt to the BID that this correspondence is no longer appropriate i.e. if emails are consistently rejected for any reason.

How we collect data and keep our records up to date (process for amending and erasing personal data)

We make every effort to ensure our records are up to date in the following ways:

- We obtain records from the Local Billing Authority (Crawley Borough Council) to verify and review business data at least annually as part of the billing cycle.
- We obtain data from individuals via online forms (e.g. opt-in forms, event registration forms, online enquiry forms, surveys and questionnaires) or via direct correspondence by email or telephone)
- As far as possible we will undertake visual checks of properties to identify changes in business occupation.
- We monitor our correspondence with businesses and individuals representing those businesses, whether by post or electronically – and identify where changes may be required e.g. as a result of returned mail, feedback or persistently rejected emails.
- We encourage businesses moving into or out of the area to liaise with us to keep us informed of changes and to let us know when that happens.

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- We may also become aware of changes in business occupation or changes in individual contacts within the business by word of mouth.
- From time to time individuals may contact us to inform us of changes to their personal data

Where we become aware of changes in business or personal circumstances impacting on the accuracy of our records we will look to verify the accuracy of the data we hold and take prompt steps to either amend or erase data we hold that is no longer relevant to the operation of the BID. These actions are taken as soon as is practicable and will involve a review of the data we hold wherever and however it is stored.

We will erase personal data in a way that prevents its future use, unless otherwise required for historical, statistical or technical reasons. This will include the destruction of paper records, including business cards, so that personal data is not usable.

How to withdraw consent

Any individual has the right to withdraw their consent. Individuals can do this by contacting the BID Office in any way they choose requesting that we either delete their data, cease to use their data for specific or all purposes or both. In almost all cases we will act on this request as soon as practicable. On those rare occasions where this is not possible, e.g. because of a contractual reason or other legitimate legal basis, the individual will be informed of what action has been taken and how to raise a complaint.

An individual's right to request details of the personal data we hold

An individual has the right to request details of information we hold in them. Having first established the legitimate grounds for the request i.e. that the person making the request is the person whose personal data we hold or someone rightfully acting on their behalf we will respond to that request in not more than one month from the date of the request being received. If for whatever reason we cannot comply within this timeframe we will contact the individual, or the party acting on their behalf, to explain why this has not been possible to provide them with an explanation and details of when we will comply having first sought advice from the Information Commissioners Office.

Who we share personal data with (Data processors, contractors and third party use)

From time to time the BID contracts with third parties to deliver specific services to businesses and individuals within the defined BID area. This could be in the form of discrete services, projects or initiatives (time-bound or on-going), delivering BID events or the under-taking of BID related communications activities. When this occurs those third parties are subject to the same requirements for processing personal data as set out in this document and only for the express purpose of carrying out the agreed function or service on behalf of the BID.

When contracting with a third party the following terms will apply and be agreed with the BID:

- the subject matter and duration of the processing;
- the nature and purpose of the processing;
- the type of personal data and categories of data subject; and
- the obligations and rights of the controller.

When contracting with a third party the BID will further stipulate that:

For further information about these terms and conditions, please contact the Manor Royal BID Office.

- the processor must only act on the written instructions of the controller (unless required by law to act without such instructions);
- the processor must ensure that people processing the data are subject to a duty of confidence;
- the processor must take appropriate measures to ensure the security of processing;
- the processor must only engage a sub-processor with the prior consent of the data controller and a written contract;
- the processor must assist the data controller in providing subject access and allowing data subjects to exercise their rights under the GDPR;
- the processor must assist the data controller in meeting its GDPR obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments;
- the processor must delete or return all personal data to the controller as requested at the end of the contract; and
- the processor must submit to audits and inspections, provide the controller with whatever information it needs to ensure that they are both meeting their Article 28 obligations, and tell the controller immediately if it is asked to do something infringing the GDPR or other data protection law of the EU or a member state.

We will not otherwise share personal data with a third party without express consent having been first been sought and given.

Developing new systems – privacy by design approach

Should the BID develop new systems or processes we will adopt a privacy by design approach and carry out a Data Protection Impact Assessment (DPIA) as part of this.

Data security and breaches

Personal data will be processed in a manner that ensures appropriate security including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

In the event of any breach or suspected loss of personal data the data controller should be informed immediately and the individual or individuals whose personal data is at risk will be contacted and informed of those actions being taken. The data controller will also inform the Information Commissioners Office as required not later than 72 hours of becoming aware of the breach.

Making a complaint

Should an individual have grounds for complaint and it is not resolved to their satisfaction by first contacting the BID Office, they should contact the Information Commissioners at <https://ico.org.uk/concerns/handling/>

Keeping this policy under review

We will keep this policy under review on a regular basis, at least annually or sooner if required e.g. when designing a new system or process or contracting with a new third party or partner.

For further information about these terms and conditions, please contact the Manor Royal BID Office.

WEBSITE TERMS AND CONDITIONS

About these terms and conditions

These terms and conditions relate to the provision and use by individuals of the Manor Royal BID website (www.manorroyal.org) ("the site", "the website", "Our website", "The BID website"). Should you choose to use our website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern our relationship with you in relation to the website.

Purpose of the website

The content of the website is for your general information and use only. It is subject to change without notice. You can access the Site home page and browse the Site without disclosing Personal Information.

Collecting personal information to provide a service

In order to provide some of the interactive services offered by the Site ("The services") we need to hold certain Personal Information. Except to the extent that we are required or permitted by law, any Personal Information that we collect will be used solely for the purpose of providing the Services, and we will not hold it for any longer than is necessary for this purpose.

We may collect Personal Information that you volunteer while using the Site and/or the Services. This information may be used by us to notify you about important changes to the Site, new services and other information we think you may find interesting. Where we collect such information, we make clear the nature of the information and the purposes for which it is used and we offer you the choice to opt-in to providing such information.

Use of cookies

When you view the Site, We may store some information on your computer. This will be in the form of a "cookie" file, which will enable Us to tailor the Site to match your interests and preferences. The "cookie" file will not contain any data personal to you. Your Internet Browser may allow you to erase the "cookie" file, block all "cookies" or receive a warning before a "cookie" is stored. Please refer to your browser instructions.

We use traffic log cookies to identify which pages are being used. This helps us analyse data about web page traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Opting Out of Cookie Tracking

Cookies do not provide us with access to your computer or any information about you, other than that which you choose to share with us. You can use your web browser's cookie settings to determine how our websites uses cookies. If you do not want our website to store cookies on your computer or device, you should set your web browser to refuse cookies. However, please note that doing this may affect how our website functions. Some pages and services may become unavailable to you. Unless you have changed your browser to refuse cookies, our website will issue cookies when you visit it.

For further information about these terms and conditions, please contact the Manor Royal BID Office.

External links

The Site may contain links to other internet sites that are not owned by us. We are not responsible for the content of such sites or for the privacy policy of such sites or for Personal Information that such sites may collect or place on your computer. These external links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

Accuracy

We take all reasonable efforts to ensure that all content placed on the Site is accurate at the time of inclusion. We also try to ensure that such content remains up to date. However, neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on our website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

Your use of any information or materials on our website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

Indemnity

You agree to indemnify the Manor Royal BID and keep the Manor Royal BID indemnified in full against any and all losses, liabilities, costs, claims, demands, expenses and fees (including but without limitation legal and other professional fees), actions, proceedings, judgements awarded and damages suffered or incurred by the Manor Royal BID arising out of or in connection with your connection to the Site and use of the information and content placed on the Site.

Use of data, images, logos and other materials

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Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.

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- You may download, store and use this material contained on this website for your own personal research use or for the research use of your company;
- You may not copy, manipulate, republish, redistribute or otherwise make such material available to any other person or any other website, online service or tool.
- Any infringements of the Manor Royal BID intellectual property rights will result in legal action.

For further information about these terms and conditions, please contact the Manor Royal BID Office.