



NATIONAL RIFLE ASSOCIATION

National Rifle Association Terms And Conditions

BACKGROUND:

This agreement applies as between you, the User of this Website and the National Rifle Association (NRA), the owner(s) of this Website. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these Terms and Conditions, you should stop using the Website immediately.

No part of this Website is intended to constitute a contractual offer capable of acceptance. Your order constitutes a contractual offer and our acceptance of that offer is deemed to occur upon our sending a dispatch email to you indicating that your order has been fulfilled and is on its way to you.

1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

“Account”	means collectively the personal information, Payment Information and credentials used by Users to access Paid Content and / or any communications System on the Website;
“Content”	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Website;
“NRA”	means National Rifle Association Bisley Camp, Brookwood, Woking, Surrey GU24 0PB;
“Service”	means collectively any online facilities, tools, services or information that the NRA makes available through the Website either now or in the future;
“Services”	means the services available to you through this Website, specifically the NRA portal;
“Payment Information”	means any details required for the purchase of Services from this Website. This includes, but is not limited to, credit / debit card numbers, bank account numbers and sort codes;
“Purchase Information”	means collectively any orders, invoices, receipts or similar that may be in hard copy or electronic form;

“Premises”	Means our place(s) of business located at Bisley Camp, Brookwood, Woking, Surrey GU24 OPB;
“System”	means any online communications infrastructure that NRA makes available through the Website either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;
“User” / “Users”	means any third party that accesses the Website and is not employed by the NRA and acting in the course of their employment; and
“Website”	means the website that you are currently using (https://nra.azolve.com) and any sub-domains of this site (e.g. subdomain. https://nra.azolve.com/portal) unless expressly excluded by their own terms and conditions.

2. **Age Restrictions**

Persons under the age of 18 should use this Website only with the supervision of an adult. Payment Information must be provided by or with the permission of an adult.

3. **Business Customers**

These Terms and Conditions also apply to customers procuring Services in the course of business.

4. **Intellectual Property**

4.1 NRA maintains ownership of all data and Azolve will store and retain data on behalf of the NRA and only for as long as the system is in use.

4.2 Subject to Clause 6 you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Website unless otherwise indicated on the Website or unless given express written permission to do so by the NRA.

5. **Third Party Intellectual Property**

5.1 Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in product images and descriptions belong to the manufacturers or distributors of such products as may be applicable.

5.2 Subject to Clause 6 you may not reproduce, copy, distribute, store or in any other fashion re-use such material unless otherwise indicated on the Website or unless given express written permission to do so by the relevant manufacturer or supplier.

6. **Fair Use of Intellectual Property**

Material from the Website may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

7. **Links to Other Websites**

This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of the NRA. We assume no responsibility for the content of such web sites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

8. **Links to this Website**

Those wishing to place a link to this Website on other sites may do so only to the home page of the site <https://nra.azolve.com/portal> without prior permission. Deep linking (i.e. links to specific pages

within the site) requires the express permission of the NRA. To find out more please contact us by email at info@nra.org.uk.

9. Use of Communications Facilities

9.1 When using the enquiry form or any other System on the Website you should do so in accordance with the following rules:

9.1.1 You must not use obscene or vulgar language;

9.1.2 You must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;

9.1.3 You must not submit Content that is intended to promote or incite violence;

9.1.4 It is advised that submissions are made using the English language as we may be unable to respond to enquiries submitted in any other languages;

9.1.5 The means by which you identify yourself must not violate these Terms and Conditions or any applicable laws;

9.1.6 You must not impersonate other people, particularly employees and representatives of the NRA; and

9.1.7 You must not use our System for unauthorised mass-communication such as "spam" or "junk mail".

9.2 You acknowledge that the NRA reserves the right to monitor any and all communications made to us or using our System.

9.3 You acknowledge that the NRA may retain copies of any and all communications made to us or using our System.

10. Accounts

10.1 In order to procure Services on this Website and to use the facilities you are required to create an Account which will contain certain personal details and Payment Information which may vary based upon your use of the Website as we may not require payment information until you wish to make a purchase. By continuing to use this Website you represent and warrant that:

10.1.1 all information you submit is accurate and truthful;

10.1.2 you have permission to submit Payment Information where permission may be required; and

10.1.3 you will keep this information accurate and up-to-date.

Your creation of an Account is further affirmation of your representation and warranty.

10.2 It is recommended that you do not share your Account details, particularly your username and password. The NRA accepts no liability for any losses or damages incurred as a result of your Account details being shared by you. If you use a shared computer, it is recommended that you do not save your Account details in your internet browser.

10.3 If you have reason to believe that your Account details have been obtained by another without consent, you should contact the NRA immediately to suspend your Account and cancel any unauthorised orders or payments that may be pending. Please be aware that orders or payments can only be cancelled up until provision of Services has commenced. In the event that an unauthorised provision commences prior to your notifying us of the unauthorised nature of the order or payment, the NRA accepts no liability or responsibility and you should make contact with the third party service provider detailed in the Purchase Information. Following investigation, it shall be determined whether or not to cancel the Services and make a full or partial refund of the payment].

10.4 When choosing your username you are required to adhere to the terms set out above in Clause 9. Any failure to do so could result in the suspension and/or deletion of your Account.

11. Termination and Cancellation

11.1 Either the NRA or you may terminate your Account. If the NRA terminates your Account, you will be notified by email and an explanation for the termination will be provided. Notwithstanding the foregoing, we reserve the right to terminate without giving reasons.

11.2 If the NRA terminates your Account, any current or pending orders or payments on your Account will be cancelled and provision of Services will not commence.

11.3 The NRA reserves the right to cancel orders or payments without stating reasons, for any reason prior to processing payment or commencing Services provision.

11.4 You have the right to cancel your order for the Services within a statutory 7 working day cooling-off period. This period begins when you receive written confirmation of your order from the NRA. If the provision of the Services commences within the cooling-off period, your right to cancel under this provision shall end.

11.5 If orders or payments are cancelled for any reason prior to commencement of Services provision you will be refunded any monies paid in relation to those purchases.

11.6 If you terminate your Account any non-completed orders or payments will be cancelled and you will be refunded any monies paid in relation to those orders.

12. Services, Pricing and Availability

12.1 Whilst every effort has been made to ensure that all descriptions of Services available from the NRA correspond to the actual Services, the NRA is not responsible for any variations from these descriptions. This does not exclude our liability for mistakes due to negligence on our part and refers only to variations of the correct Services, not different Services altogether. Please refer to sub-Clause 13.4 for incorrect Services.

12.2 Where appropriate, you may be required to select the desired Services.

12.3 The NRA does not represent or warrant that such Services will be available. Availability indications are not provided on the Website..

12.4 All pricing information on the Website is correct at the time of going online. The NRA reserves the right to change prices and alter or remove any special offers from time to time and as necessary. All pricing information is reviewed and updated at least on an annual basis.

12.5 In the event that prices are changed during the period between an order being placed for Services and the NRA processing that order and taking payment, provision of Services shall commence as per your order and you will be charged the original price.

12.6 All prices on the Website include VAT where applicable. The NRA's VAT number is 709128439.

13. Provision of Services

13.1 Provision of Services shall commence when full payment has been received or as otherwise detailed in the Terms & Conditions pertaining directly to those Services.

13.2 The NRA shall use its best endeavours to provide the Services with reasonable skill and care.

13.3 Provision of all Services shall be subject to the terms and conditions pertaining directly to those Services.

13.4 In the event that Services are provided that are not in conformity with your order and thus incorrect, you should contact us within 10 days to inform us of the mistake. The NRA will ensure that any necessary corrections to the Services provided are made within 7 working days.

13.5 The NRA reserves the right to exercise discretion with respect to any alterations to Services under the provisions of this Clause 13. Factors which may be taken into account in the exercise of this discretion include, but are not limited to:

13.5.1 Any use or enjoyment that you may have already derived from the Services;

13.5.2 Any characteristics of the Services which may mean that cessation of provision is impossible without significant further work on the part and at the expense of the NRA.

Such discretion to be exercised only within the confines of the law.

14. Privacy

14.1 Use of the Website is also governed by our Privacy Policy which is incorporated into these terms and conditions by this reference.

14.2 The Website places the following cookies onto your computer or device. These cookies are used for the purposes described herein. Full details of the cookies used by the Website and your legal rights with respect to them are included in our Privacy Policy. By accepting these terms and

conditions, you are giving consent to the NRA to place cookies on your computer or device. Please read the information contained in the Privacy Policy prior to acceptance.

Name of Cookie	Provider	Purpose
_ga	Google	Used to distinguish unique user visits

14.3 If you wish to opt-out of our placing cookies onto your computer or device, please adjust your internet browser settings. You may also wish to delete cookies which have already been placed. For instructions on how to do this, please consult your internet browser's help menu.

15. **Disclaimers**

15.1 No part of this Website is intended to constitute advice and the Content of this Website should not be relied upon when making any decisions or taking any action of any kind.

15.2 No part of this Website is intended to constitute a contractual offer capable of acceptance.

15.3 Whilst the NRA uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, all Users are advised to take responsibility for their own security, that of their personal details and their computers.

16. **Changes to the Service and these Terms and Conditions**

The NRA reserves the right to change the Website, its Content or these Terms and Conditions at any time. You will be bound by any changes to the Terms and Conditions from the first time you use the Website following the changes. If the NRA is required to make any changes to Terms and Conditions by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by you in the future.

17. **Availability of the Website**

17.1 The Service is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

17.2 The NRA accepts no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

18. **Limitation of Liability**

18.1 To the maximum extent permitted by law, the NRA accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website or any information contained therein. Users should be aware that they use the Website and its Content at their own risk.

18.2 Nothing in these Terms and Conditions excludes or restricts the NRA's liability for death or personal injury resulting from any negligence or fraud on the part of the NRA.

18.3 Nothing in these Terms and Conditions excludes or restricts the NRA's liability for any direct or indirect loss or damage arising out of the incorrect provision of Services or out of reliance on incorrect information included on the Website.

18.4 Whilst every effort has been made to ensure that these Terms and Conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the remaining Terms and Conditions. This term shall apply only within jurisdictions where a particular term is illegal.

19. **No Waiver**

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

20. Previous Terms and Conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

21. Third Party Rights

Nothing in these Terms and Conditions shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between you and the NRA.

22. Communications

22.1 All notices / communications shall be given to us by email to info@nra.org.uk. Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

22.2 The NRA may from time to time send you information about our products and/or services. You will not be contacted by third parties. If you do not wish to receive such information, please click on the Unsubscribe link found within the email.

23. Law and Jurisdiction

These Terms and Conditions and the relationship between you and the NRA shall be governed by and construed in accordance with the Law of England and Wales and the NRA and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

The NRA Privacy Policy

BACKGROUND:

This Policy applies as between you, the User of this Website and the NRA the owner and provider of this Website. This Policy applies to our use of any and all Data collected by us in relation to your use of the Website.

1. Definitions and Interpretation

In this Policy the following terms shall have the following meanings:

“Data”	means collectively all information that you submit to the database portal via the Website. This definition shall, where applicable, incorporate the definitions provided in the Data Protection Act 1998;
“Cookie”	means a small text file placed on your computer by this Website when you visit certain parts of the Website and/or when you use certain features of the Website. Details of the cookies used by this Website are set out in Clause 12;
“NRA”	means National Rifle Association Bisley Camp, Brookwood, Woking, Surrey GU24 0PB;
“UK and EU Cookie Law”	means the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended by the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011;
“User”	means any third party that accesses the Website and is not employed by the NRA and acting in the course of their employment; and

“Website”

means the website that you are currently using (<https://nra.azolve.com>) and any sub-domains of this site (e.g. subdomain. <https://nra.azolve.com/portal>) unless expressly excluded by their own terms and conditions.

2. Scope of this Policy

This Policy applies only to the actions of the NRA and Users with respect to this Website. It does not extend to any websites that can be accessed from this Website including, but not limited to, any links we may provide to social media websites.

3. Data Collected

Without limitation, any of the following Data may be collected by this Website from time to time:

- 3.1 name;
- 3.2 date of birth;
- 3.3 gender;
- 3.4 contact information such as email addresses and telephone numbers;
- 3.5 demographic information such as post code, preferences and interests;
- 3.6 relevant qualification information such as coaching level
- 3.7 IP address (automatically collected);
- 3.8 a list of URLs starting with a referring site, your activity on this Website, and the site you exit to (automatically collected);

4. Our Use of Data

- 4.1 Any personal Data you submit will be retained by the NRA.
- 4.2 Unless we are obliged or permitted by law to do so, and subject to Clause 5, your Data will not be disclosed to third parties. This includes our affiliates and / or other companies within our group.
- 4.3 All personal Data is stored securely in accordance with the principles of the Data Protection Act 1998. For more details on security see Clause 11 below.
- 4.4 Any or all of the above Data may be required by us from time to time in order to provide you with the best possible service and experience when using our Website. Specifically, Data may be used by us for the following reasons:
 - 4.4.1 internal record keeping;
 - 4.4.2 improvement of our products / services;
 - 4.4.3 transmission by email of information that may be of interest to you.
 - 4.4.4 contact for NRA internal market research purposes which may be done using email, telephone, fax or mail. Such information may be used to customise or update the Website.

5. Third Party Websites and Services

- 5.1 The NRA may, from time to time, employ the services of other parties for dealing with matters that may include, but are not limited to, payment processing, delivery of purchased items, search engine facilities, advertising and marketing. The providers of such services do not have access to certain personal Data provided by Users of this Website.
- 5.2 Any Data used by such parties is used only to the extent required by them to perform the services that the NRA requests. Any use for other purposes is strictly prohibited. Furthermore, any Data that is processed by third parties shall be processed within the terms of this Policy and in accordance with the Data Protection Act 1998.

6. Links to Other Websites

This Website may, from time to time, provide links to other websites. The NRA has no control over such websites and is in no way responsible for the content thereof. This Policy does not extend to your use of such websites. Users are advised to read the privacy policy or statement of other websites prior to using them.

7. Controlling Use of Your Data

7.1 Wherever you are required to submit Data, you will be given options to restrict our use of that Data. This may include the following:

7.1.1 use of Data for direct marketing purposes; and

7.1.2 sharing Data with third parties.

8. Your Right to Withhold Information

8.1 You may access the login page of the Website without providing any Data at all. However, to use all features and functions available on the Website you will be required to submit certain Data.

8.2 You may restrict your internet browser's use of Cookies. For more information on this please see Clause 12.

9. Accessing your own Data

You have the right to ask for a copy of any of your personal Data held by the NRA (where such data is held) on payment of a small fee which will not exceed £10.

10. Security

10.1 Data security is of great importance to the NRA and to protect your Data we have put in place suitable physical, electronic and managerial procedures to safeguard and secure Data collected via this Website.

10.2 Specifically we use the following systems:

10.2.1 Proactively monitoring core systems on a 24/7 basis with our enterprise class monitoring system

10.2.2 Secure and highly available network design using enterprise class Cisco equipment.

10.2.3 Scheduled centralised patch management on all systems covering both operating systems and common applications and services

10.2.4 Protection against viruses, zero day, spyware, suspicious activity (HIPS) through the implementation of a dedicated end-point security threat management system

10.2.5 ScoLocate's (Internet provider) also protects the ScoLocate network against common network threats including denial of service attacks.

10.2.6 Active, ongoing programme of risk management, security incident management and security audit programme as part of our ISMS.

10.2.7 Security conscious workforce, including Information Security Manager role.

11. Cookies

11.1 This Website may place and access certain first party Cookies on your computer. First party cookies are those placed directly by the NRA via this Website and are used only by the NRA. The NRA uses Cookies to improve your experience of using the Website and to improve our range of products and services. The NRA has carefully chosen these Cookies and has taken steps to ensure that your privacy is protected and respected at all times.

11.2 By using this Website you may receive certain third party Cookies on your computer. Third party cookies are those placed by websites and/or parties other than the NRA. Third party cookies are used on this Website for advertising services and are detailed in full below. These cookies are not integral to the services provided by the Website.

11.3 All Cookies used by this Website are used in accordance with current UK and EU Cookie Law.

11.4 Before any Cookies are placed on your computer, subject to sub-Clause 12.5 and sub-Clause 11.8, you will be presented with a popup requesting your consent to set those Cookies. By giving your consent to the placing of Cookies you are enabling the NRA to provide the best possible experience and service to you. You may, if you wish, deny consent to the placing of Cookies; however certain features of the Website may not function fully or as intended. You will be given the opportunity to allow only first party Cookies and block third party Cookies.

11.5 Certain features of the Website depend upon Cookies to function. UK and EU Cookie Law deems these Cookies to be "strictly necessary". These Cookies are shown below. Your consent will

not be sought to place these Cookies. You may still block these cookies by changing your internet browser's settings as detailed below.

11.6 The following first party Cookies may be placed on your computer:

Name of Cookie	Purpose	Strictly Necessary
None	Currently no first party cookies are used	N/A

and the following third party Cookies may be placed on your computer:

Name of Cookie	Provider	Purpose
_ga	Google	Used to distinguish unique user visits

11.7 This Website uses analytics services provided by Google Analytics. Website analytics refers to a set of tools used to collect and analyse usage statistics, enabling us to better understand how Users use the Website. This, in turn, enables us to improve the Website and the products and services offered through it. You do not have to allow us to use these Cookies, as detailed below, however whilst our use of them does not pose any risk to your privacy or your safe use of the Website, it does enable us to continually improve our business.

11.8 The analytics services used by this Website use Cookies to gather the required information. Certain of these Cookies may be placed immediately when you decide to visit the Website and it may not be possible to obtain your prior consent. You may remove these Cookies and prevent future use of them by following the steps set out below.

11.9 The analytics services used by this Website use the following Cookies:

Name of Cookie	First / Third Party	Provider	Purpose
_ga	Third	Google	Used to distinguish unique user visits

11.10 You can choose to enable or disable Cookies in your internet browser. Most internet browsers also enable you to choose whether you wish to disable all cookies or only third party cookies. By default, most internet browsers accept Cookies but this can be changed. For further details, please consult the help menu in your internet browser.

11.11 You can choose to delete Cookies at any time however you may lose any information that enables you to access the Website more quickly and efficiently including, but not limited to, personalisation settings.

11.12 It is recommended that you ensure that your internet browser is up-to-date and that you consult the help and guidance provided by the developer of your internet browser if you are unsure about adjusting your privacy settings.

12. **Changes to this Policy**

The NRA reserves the right to change this Policy as we may deem necessary from time to time or as may be required by law. Any changes will be immediately posted on the Website and you are deemed to have accepted the terms of the Policy on your first use of the Website following the alterations.

The NRA Data Protection Policy - 01/01/2013

BACKGROUND:

1. Introduction

This document sets out the obligations of the NRA ("the Company") with regard to data protection and the rights of people with whom it works in respect of their personal data under the Data Protection Act 1998 ("the Act").

This Policy shall set out procedures which are to be followed when dealing with personal data. The procedures set out herein must be followed by the Company, its employees, contractors, agents, consultants, partners or other parties working on behalf of the Company.

The Company views the correct and lawful handling of personal data as key to its success and dealings with third parties. The Company shall ensure that it handles all personal data correctly and lawfully.

2. The Data Protection Principles

This Policy aims to ensure compliance with the Act. The Act sets out eight principles with which any party handling personal data must comply. All personal data:

- 2.1 Must be processed fairly and lawfully (and shall not be processed unless certain conditions are met);
- 2.2 Must be obtained only for specified and lawful purposes and shall not be processed in any manner which is incompatible with those purposes;
- 2.3 Must be adequate, relevant and not excessive with respect to the purposes for which it is processed;
- 2.4 Must be accurate and, where appropriate, kept up-to-date;
- 2.5 Must be kept for no longer than is necessary in light of the purpose(s) for which it is processed;
- 2.6 Must be processed in accordance with the rights of data subjects under the Act;
- 2.7 Must be protected against unauthorised or unlawful processing, accidental loss, destruction or damage through appropriate technical and organisational measures; and
- 2.8 Must not be transferred to a country or territory outside of the European Economic Area unless that country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data.

3. Rights of Data Subjects

Under the Act, data subjects have the following rights:

- o The right to be informed that their personal data is being processed;
- o The right to access any of their personal data held by the Company within 40 days of making a request;
- o The right to prevent the processing of their personal data in limited circumstances; and
- o The right to rectify, block, erase or destroy incorrect personal data.

4. Personal Data

Personal data is defined by the Act as data which relates to a living individual who can be identified from that data or from that data and other information which is in the possession of, or is likely to come into the possession of, the data controller, and includes any expression of opinion about the individual and any indication of the intentions of the data controller or any other person in respect of the individual.

The Act also defines "sensitive personal data" as personal data relating to the racial or ethnic origin of the data subject; their political opinions; their religious (or similar) beliefs; trade union membership; their physical or mental health condition; their sexual life; the commission or alleged commission by them of any offence; or any proceedings for any offence committed or alleged to have been committed by them, the disposal of such proceedings or the sentence of any court in such proceedings.

The Company only holds personal data which is directly relevant to its dealings with a given data subject. That data will be held and processed in accordance with the data protection principles and with this Policy. The following data may be collected, held and processed by the Company from time to time:

- 1.1 name;
- 1.2 date of birth;
- 1.3 gender;
- 1.4 contact information such as email addresses and telephone numbers;
- 1.5 demographic information such as post code, preferences and interests;
- 1.6 relevant qualification information such as coaching level
- 1.7 IP address (automatically collected);
- 1.8 a list of URLs starting with a referring site, your activity on this Website, and the site you exit to (automatically collected);

5. Processing Personal Data

Any and all personal data collected by the Company (including that detailed in Section 4 of this Policy) is collected in order to ensure that the Company can facilitate efficient transactions with third parties including, but not limited to, its customers, partners, associates and affiliates and efficiently manage its employees, contractors, agents and consultants. Personal data shall also be used by the Company in meeting any and all relevant obligations imposed by law.

Personal data may be disclosed within the Company. Personal data may be passed from one department to another in accordance with the data protection principles and this Policy. Under no circumstances will personal data be passed to any department or any individual within the Company that does not reasonably require access to that personal data with respect to the purpose(s) for which it was collected and is being processed.

The Company shall ensure that:

1. All personal data collected and processed for and on behalf of the Company by any party is collected and processed fairly and lawfully;
2. Data subjects are made fully aware of the reasons for the collection of personal data and are given details of the purpose for which the data will be used;
3. Personal data is only collected to the extent that is necessary to fulfil the stated purpose(s);
4. All personal data is accurate at the time of collection and kept accurate and up-to-date while it is being held and / or processed;
5. No personal data is held for any longer than necessary in light of the stated purpose(s);
6. All personal data is held in a safe and secure manner, taking all appropriate technical and organisational measures to protect the data;
7. All personal data is transferred using secure means, electronically or otherwise;
8. No personal data is transferred outside of the UK or EEA (as appropriate) without first ensuring that appropriate safeguards are in place in the destination country or territory; and
9. All data subjects can exercise their rights set out above in Section 3 and more fully in the Act.

6. Data Protection Procedures

The Company shall ensure that all of its employees, contractors, agents, consultants, partners or other parties working on behalf of the Company comply with the following when processing and / or transmitting personal data:

1. Personal data may not be transmitted over a wireless network if there is a wired alternative that is reasonably practicable;
2. Where Personal data is to be sent by facsimile transmission the recipient should be informed in advance of the transmission and should be waiting by the fax machine to receive the data;
3. Where Personal data is to be transferred in hardcopy form it should be passed directly to the recipient. Using an intermediary is not permitted;
4. All hardcopies of personal data should be stored securely in a locked box, drawer, cabinet or similar;

5. All electronic copies of personal data should be stored securely using passwords and suitable data encryption, where possible on a drive or server which cannot be accessed via the internet; and
6. All passwords used to protect personal data should be changed regularly and should not use words or phrases which can be easily guessed or otherwise compromised.

7. Organisational Measures

The Company shall ensure that the following measures are taken with respect to the collection, holding and processing of personal data:

1. A designated officer (“the Designated Officer”) within the Company shall be appointed with the specific responsibility of overseeing data protection and ensuring compliance with the Act.
2. All employees, contractors, agents, consultants, partners or other parties working on behalf of the Company are made fully aware of both their individual responsibilities and the Company’s responsibilities under the Act and shall be furnished with a copy of this Policy.
3. All employees, contractors, agents, consultants, partners or other parties working on behalf of the Company handling personal data will be appropriately trained to do so.
4. All employees, contractors, agents, consultants, partners or other parties working on behalf of the Company handling personal data will be appropriately supervised.
5. Methods of collecting, holding and processing personal data shall be regularly evaluated and reviewed.
6. The Performance of those employees, contractors, agents, consultants, partners or other parties working on behalf of the Company handling personal data shall be regularly evaluated and reviewed.
7. All employees, contractors, agents, consultants, partners or other parties working on behalf of the Company handling personal data will be bound to do so in accordance with the principles of the Act and this Policy by contract. Failure by any employee to comply with the principles or this Policy shall constitute a disciplinary offence. Failure by any contractor, agent, consultant, partner or other party to comply with the principles or this Policy shall constitute a breach of contract. In all cases, failure to comply with the principles or this Policy may also constitute a criminal offence under the Act.
8. All contractors, agents, consultants, partners or other parties working on behalf of the Company handling personal data must ensure that any and all of their employees who are involved in the processing of personal data are held to the same conditions as those relevant employees of the Company arising out of this Policy and the Act.
9. Where any contractor, agent, consultant, partner or other party working on behalf of the Company handling personal data fails in their obligations under this Policy that party shall indemnify and hold harmless the Company against any costs, liability, damages, loss, claims or proceedings which may arise out of that failure.

8. Access by Data Subjects

A data subject may make a subject access request (“SAR”) at any time to see the information which the Company holds about them.

1. SARs must be made in writing, accompanied by the correct fee.
2. The Company currently requires a fee of £10 (the statutory maximum) with all SARs.
3. Upon receipt of a SAR the Company shall have a maximum period of 40 days within which to respond. The following information will be provided to the data subject:
4. Whether or not the Company holds any personal data on the data subject;
5. A description of any personal data held on the data subject;
6. Details of what that personal data is used for;
7. Details of any third-party organisations that personal data is passed to; and
8. Details of any technical terminology or codes.

9. Notification to the Information Commissioner's Office

As a data controller, the Company is required to notify the Information Commissioner's Office that it is processing personal data. The Company is registered in the register of data controllers.

Data controllers must renew their notification with the Information Commissioner's Office on an annual basis. Failure to notify constitutes a criminal offence.

Any changes to the register must be notified to the Information Commissioner's Office within 28 days of taking place.

The Designated Officer shall be responsible for notifying and updating the Information Commissioner's Office.

10. Implementation of Policy

This Policy shall be deemed effective as of 01/01/2013. No part of this Policy shall have retroactive effect and shall thus apply only to matters occurring on or after this date.