

## **Scunthorpe and Grimsby Advanced Motorists**

### **DATA COLLECTION AND PRIVACY POLICY**

#### **1. About this Policy**

1.1 This policy explains when and why we collect the personal information about members of the Institute of Advance Motorists (IAM Roadsmart) and/or **Scunthorpe and Grimsby Advanced Motorists (SAGAM "The Group")** how we use it and how we keep it secure and your rights in relation to it.

1.2 Personal information is information about you from which you can be identified. Dependent on which service you receive from us, we will process different types of information about you. We will not process any personal information about you that we do not actually need in order to provide our services to you.

1.3 On 25 May 2018, a new European Union (EU) data protection law – the General Data Protection Regulation (GDPR) – took effect. The GDPR gives individuals in the EU more control over how their data is used and places certain obligations on organisations that process information belonging to those individuals. We've produced this Privacy Policy to take into account the new requirements of the GDPR.

1.4 By continuing to use our services on or after 25 May 2018, you acknowledge our updated Privacy Policy. We may collect, use and store your personal data, as described in this Data Collection and Privacy Policy. (The Policy)

1.5 We reserve the right to amend this Policy from time to time without prior notice. You are advised to check our website [<https://sagam.org/>] or our Quarterly Magazine for any amendments and Group contacts (amendments will not be made retrospectively).

1.6 We will always comply with the General Data Protection Regulation (**GDPR**) when dealing with your personal data. Further details on the GDPR can be found at the website for the Information Commissioner ([www.ico.gov.uk](http://www.ico.gov.uk)). For the purposes of the GDPR, we will, depending on your current status be the "controller" or "processor" of all personal data we hold about you.

1.7 Our rationale for recording personal data of our members lies in Article 6(1)(b) GDPR which gives a lawful basis for processing where:

"processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract"

1.8 In simple terms so that we can engage in and respond to those who have "contracted" to become members of The Institute of Advanced Motorists at a national level and/or the Scunthorpe and Grimsby Advanced Motorists at a local level (on subscription or otherwise).

## 2 Information Security

Your data is considered to be an important asset to us, and as such, we make reasonable effort to ensure the necessary measures are in place to prevent unauthorised or inappropriate access, use, modification, disclosure or destruction.

Measures we take to keep your data secure include, but are not limited to:

- making regular backups of files;
- protecting file servers and workstations with virus scanning software;
- using a system of passwords so that access to data is restricted;
- allowing only authorised staff into certain databases;
- using data encryption techniques to code data when in transit;
- ensuring that officials of the Group are only given sufficient rights to any systems to enable them to perform their job function.

## 3. Who are we?

3.1 We are [Scunthorpe and Grimsby Advanced Motorists]. We can be contacted at CHAIRMAN and DRIVING COORDINATOR, Terry Heath, 48 Vicarage Ave, Wrawby.Tel:01652 655601, Email: Terry Heath <chairman@sagam.org>

## 4. What information do we collect?

### 4.1 Information Collected at the Point of Purchase (Full IAM Member)

Data	Contract	Notes
<b>Name</b>	✓	Contracted by IAM RoadSmart at point of purchase
<b>Address</b>	✓	Contracted by IAM RoadSmart at point of purchase
<b>Gender identifier</b>	✓	Contracted by IAM RoadSmart at point of purchase
<b>Year of Birth</b>	✓	Contracted by IAM RoadSmart at point of purchase
<b>Post Code</b>	✓	Contracted by IAM RoadSmart at point of purchase
<b>E-mail address</b>	✓	Contracted by IAM RoadSmart at point of purchase
<b>Telephone</b>	✓	Contracted by IAM RoadSmart at point of purchase
<b>Next of Kin details (NoK)</b>	✓	NoK has to give consent & confirmed in a declaration signed by The Associate
<b>'Run sheets'</b> Kept by Associate Kept by Group Copy each Membership by Groups Sign Off (MBGSO)	✓ ✓ ✓	For the purpose of the training course, it is acceptable for Groups to be able to have sight of the Run Sheets, to monitor and evaluate training. Contract for this will be part of the purchase of the Course. This then requires secure storage and access <b>This will also include video and audio footage of Training (if recorded)</b>

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## 4.2 Post Associate Group Involvement

On completion of the Course, or abandonment of the training, the Run Sheets will revert to the Associate, and the Group confidentially destroy their copies, or return them to the Associate.

Data	Contract	Notes
Personal Details as above	• •	Once an associate either becomes a full member, or fails, or doesn't complete the course, and does not renew the Course, then the original contract ceases. A new group contract will then need to be issued by the Local Group for inclusion on Group circulars, publications and contact with the Group. This will be securely stored and only accessed by authorised Group Officials. Access to personal information will be governed by secure password/encryption This will require the issue of the Group Contract to all group members on an annual basis when membership fees are collected
Bank Account details	• •	For D/D collections – Securely stored and accessible only by authorised Trustees e.g. Treasurer
Social Media feeds	• •	Inclusion in this type of activity requires covering by issuing the group contract. Or if available to public through sharing platforms the identities of members should be invisible This will require the issue of the Group Contract to all group members on an annual basis when membership fees are collected Photos and videos of Members and their vehicles Putting on the Group's website and social media pages and using in press releases. Consent. We will seek the Member's consent on their membership application form and each membership renewal form and the Member may withdraw their consent at any time by contacting us by e-mail or letter.
Observer Training	• •	Contract for inclusion in The Institute of the Motor Industry (IMI) registration will be required through the issue of the group contract. Recording of data regarding the National Observer training and qualification is covered by IAM Roadsmart's own data recording policies. When it is shared with a Local Group nominated person consent needs to reflect this. If an Observer ceases in the role, data held should be cleansed and a skeleton record indicating the IMI qualification identifier replacing the training record, any resumption in the future can be accessed by the identifier. IAM RoadSmart has in place data sharing agreement with IMI  Groups should not retain Training records of non-active Observers.

Lapsed or deceased members	Groups cannot hold any data on non-members, personal data including run sheets or training sheets have to be returned and/or securely destroyed
Data Privacy & Retention	Groups have to securely protect data, and advise members of the need to protect data
Data questions	The Group has appointed a Group Data Manager to answer Data questions from members
Data cleansing	The Group has a scheduled data cleansing programme to ensure Data held is relevant to their purpose, accurate, and valid

### 4.3 Retention Period

The table below outlines examples of the types of documents, and the recommended retention periods.

RECORDS HELD (type of data)	REASON FOR RECORD (the purpose or use of the data)	RETENTION PERIOD (timescale in years)	ACTION FOLLOWING RETENTION	ACTION COMPLIES WITH
<b>Full Group members.</b> Name; gender; year of birth; address; E-mail; telephone; Bank Account details when D/D is used to collect payment	Group demographic; Marketing, Social Contact; official group business Payment of Group funds	Permanent while the person remains a Group member	If a member leaves the Group, all data held to be destroyed Any records in existence relating to lapsed members to be destroyed. All records to be held electronically Computers, tablets, and Smart Phones used to keep data on to be password protected No paper records kept	GDPR Guidelines. IAM Policy
<b>Associates:</b> Name; address; Year of Birth; e-mail; telephone Next of Kin (NoK) details Portfolio of evidence regarding course progression	Corporate demographic of age Marketing Contact details Associate to inform NoK that details held Run sheets to be retained by Associate Membership by Group Sign Off (MBGSO) Run Sheets	Once converted to full member, Data held as above.	If associate does not continue to full membership, all data to be cleansed and any records kept to be handed back to associate Storage of data as above	GDPR Guidelines IAM Policy
Group Meetings and accounts	Legal requirement	Ten years	Destroyed	Charities Act 2011 Companies Act 2006
<b>Observers;</b> Training records (inc Video) Personal details as at Group members CPD attendance Portfolio of evidence Associate details	Contact associates Proof of progression of learning as an Observer	While active in role	Destroyed	IAM Policy GDPR Guidelines

## **5. GDPR Contact Information**

Any specific queries or complaints regarding GDPR, data use or disclosure and/or this document should be directed in the first instance to the Group Data Manager, Michael Harris. Tel. 07421830369