



Data Protection and Online Content Policy

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Definitions

Charity	means HDANI, a registered charity.
GDPR	means the General Data Protection Regulation.
Responsible Person	means Sorcha McPhillips, Chief Executive
Register of Systems	means a register of all systems or contexts in which personal data is processed by the Charity.

1. Data protection principles

The Charity is committed to processing data in accordance with its responsibilities under the GDPR.

Article 5 of the GDPR requires that personal data shall be:

- a. processed lawfully, fairly and in a transparent manner in relation to individuals;
- b. collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes;
- c. adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- d. accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay;
- e. kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the GDPR in order to safeguard the rights and freedoms of individuals; and
- f. processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.”

2. General provisions

- a. This policy applies to all personal data processed by the Charity.

- b. The Responsible Person shall take responsibility for the Charity's ongoing compliance with this policy.
- c. This policy shall be reviewed at least annually.
- d. The Charity has been deemed exempt from registration with the Information Commissioner's Office as a 'not for profit' organisation that processes personal data.

3. Lawful, fair and transparent processing

- a. To ensure its processing of data is lawful, fair and transparent, the Charity shall maintain a Register of Systems.
- b. The Register of Systems shall be reviewed at least annually.
- c. Individuals have the right to access their personal data and any such requests made to the charity shall be dealt with in a timely manner.

4. Lawful purposes

- a. All data processed by the charity must be done on one of the following lawful bases: consent, contract, legal obligation, vital interests, public task or legitimate interests
- b. The Charity shall note the appropriate lawful basis in the Register of Systems.
- c. Where consent is relied upon as a lawful basis for processing data, evidence of opt-in consent shall be kept with the personal data.
- d. Where communications are sent to individuals based on their consent, the option for the individual to revoke their consent should be clearly available and systems should be in place to ensure such revocation is reflected accurately in the Charity's systems.
- e. Any information provided to HDANI via website, email, text, social media, phone, post or in person will be deemed stored appropriately and used for the purposes intended. This may include feedback, images, videos submitted for use in fundraising, lobbying or awareness raising. Such submissions will be deemed as non-confidential unless otherwise stated and we will be entitled to use or disclose your submissions in any manner whatsoever, without liability or notice to you.
- f. Your submissions or any other information you send to the website or social media or indeed any correspondence should not be, or contain, material which is offensive, pornographic, defamatory, blasphemous, unlawful or likely to infringe any applicable law, whether civil, criminal or religious. You agree that all material submitted to us is original to you, and not copied in whole or in part from any third party. Please do not send anything which is required to be kept confidential.

5. Data minimisation

- a. The Charity shall ensure that personal data are adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed.

6. Accuracy

- a. The Charity shall take reasonable steps to ensure personal data is accurate.
- b. Where necessary for the lawful basis on which data is processed, steps shall be put in place to ensure that personal data is kept up to date.

7. Archiving / removal

- a. To ensure that personal data is kept for no longer than necessary, the Charity shall put in place an archiving policy for each area in which personal data is processed and review this process annually.

- b. The archiving policy shall consider what data should/must be retained, for how long, and why.

8. Security

- a. The Charity shall ensure that personal data is stored securely using modern software that is kept-up-to-date.
- b. Access to personal data shall be limited to personnel who need access and appropriate security should be in place to avoid unauthorised sharing of information.
- c. When personal data is deleted this should be done safely such that the data is irrecoverable.
- d. Appropriate back-up and disaster recovery solutions shall be in place.

9. Access to your Information

In accordance with the General Data Protection Regulation 2018 you have the right to access any information that we hold relating to you. Accessing information is free of charge and we endeavour to comply with your request within one month. Unreasonable, repetitive and excessive access requests may incur appropriate charges.

10. Breach

In the event of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data, the Charity shall promptly assess the risk to people's rights and freedoms and if appropriate report this breach to the ICO ([more information on the ICO website](#)).

11. Use of Cookies

- a. Cookies are small text files that a website transfers to a site visitor's hard disk or browser for added functionality, or for tracking website usage. The Charity do not use cookies to gather personal information such as a person's name or email address. In order to measure the effectiveness of our online presence, HDANI may use cookies to identify repeat visitors to our site and to determine the path visitors take on our site. Any information gathered by the use of cookies is compiled on an aggregate, anonymous basis.
- b. Use of cookies is an industry standard and many websites use them. If you do not wish to receive cookies, or want to be notified of when they are placed, you can set your web browser to do so, if your browser so permits.

12. Visiting Third Party Sites via HDANI website

This privacy statement applies to the HDANI website and systems only. If you exit the HDANI website site via a link to an external site, please check the specific privacy policy for that particular website.

Where our website or social media pages contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. When accessing a sites via our websites we advise you check their terms of use and privacy policies to ensure compliance and determine how they may use your information.

13. RSS Feeds on our Website

Where RSS feeds are available on our websites, the content is provided by the third party indicated and HDANI make no claim to intellectual property. The system used to display such feeds is automated and is not supervised by HDANI staff. We have chosen the search

terms carefully to constrain the results displayed, but are not liable for any confusion or offence caused by a feed title or content which appears as part of this service.

14. Intellectual Property Rights

- a. The Charity are the owner or the licensee of all intellectual property rights in our website, social media pages and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- b. You may print, and may download, of any page(s) from our sites for your personal reference and you may draw the attention of others within your organisation to material posted on our sites.
- c. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- d. Our status (and that of any identified contributors) as the authors of material on our sites must always be acknowledged.
- e. You must not use any part of the materials on our sites for commercial purposes without obtaining a licence to do so from us or our licensors.
- f. If you print off, copy or download any part of our sites in breach of these terms of use, your right to use our sites will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

15. Our Liability

- a. The material displayed on our website, social media and other materials is provided in good faith without any guarantees, conditions or warranties as to its accuracy.
- b. The Charity will take all necessary measures to protect your data but will not be liable for any of the following as a result of the use of or reliance on the content of our website or social media content;
 - loss of income or revenue;
 - loss of business;
 - loss of data;
 - loss of goodwill;
 - wasted management or office time; and
 - any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our sites or to your downloading of any material posted on it, or on any websites linked to it.

Nothing in these terms of use shall exclude or limit liability for death or personal injury caused by negligence which cannot be excluded or under the law of the United Kingdom.

END OF POLICY