

DATA PROTECTION POLICY STATEMENT



1 INTRODUCTION

- 1.1 This document contains the policy statement and procedures of Live & Local Ltd. with respect to the Data Protection Act 2018 (DPA), the UK's implementation of the EU General Data Protection Regulation (GDPR).
- 1.2 It is the responsibility of the appointed Data Protection Officer (DPO) to know and understand its content, so that they may implement the policy and educate staff and promoters about the policy. The DPO is point of contact for all queries.
- 1.3 Live & Local Ltd. is registered with the Information Commissioner's Office (ICO) to process personal data and is named as a data controller under the register kept by the ICO in accordance with section 19 of the DPA. Live & Local Ltd.'s registration reference is ZA198478.

2 POLICY STATEMENT

- 2.1 Live & Local Ltd. is fully committed to ensuring that all data collected is protected and will only be used in compliance with the requirements of the General Data Protection Regulation and in accordance with this policy statement.
- 2.2 Live & Local Ltd. will ensure that:
 - Staff will have access to personal data only where it is required to fulfil their role.
 - Everyone managing and handling personal information understands that they are responsible for following good data protection practice.
 - There is someone with specific responsibility for data protection in the organization (see 1.2 above).
 - Staff who handle personal information are appropriately supervised and trained.
 - Methods of handling personal information are regularly assessed and evaluated
 - Any disclosure of personal data will follow approved procedures.
 - All necessary steps are taken to ensure that personal data is kept secure against unauthorised or unlawful processing, access, disclosure, loss, destruction, or damage.

3 WHAT IS COLLECTED & WHY

- 3.1 Live & Local Ltd. collects data information from potential and current audience members through paper and digital mailing list subscription (sign-up) forms and audience surveys, distributed either online or at Community Touring Networkⁱ shows, Community Cinema Networkⁱⁱ film screenings and festivals, outdoor arts shows, or other events coordinated by Live & Local Ltd.ⁱⁱⁱ, and from direct contact with the Live & Local Ltd. office (email, telephone or letter).
- 3.2 Live & Local Ltd. also collects and holds information in relation to potential and current promoters and their colleagues. Other than where explicitly stated this policy covers this group in the same way.
- 3.3 Live & Local Ltd. also collects and holds information in relation to complainants, correspondents, enquirers, potential and current funders, partner organisations, suppliers, service providers, advocates and other organisations who may be interested in the company's work, along with members of the Friends scheme and other supporters. Other than where explicitly stated this policy covers this group in the same way.
- 3.4 Live & Local Ltd. collects and holds personal data and sensitive personal data (special category data) in relation to staff. Other than where explicitly stated this policy covers this group.

3.5 All personal data that is collected is:

- used fairly, lawfully, and transparently.
- used for specified, explicit purposes.
- used in a way that is adequate, relevant, and limited to only what is necessary.
- accurate and, where necessary, kept up to date.
- kept for no longer than is necessary.
- handled in a way that ensures appropriate security, including protection against unlawful or unauthorised processing, access, loss, destruction, or damage.

3.6 When Live & Local Ltd. collects personal data it ensures that where required, it makes data providers (data subjects) aware that their information is being collected, what information is stored, the purpose for collecting the data specified, whether it is shared with any third parties, and their rights relating to their data. This is done using privacy notices. Data rights include the right to:

- be informed about how their data is being used
- access personal data
- have incorrect data updated
- have data erased
- stop or restrict the processing of data
- data portability
- object to how their data is processed in certain circumstances.

Data subjects also have rights when an organisation is using their personal data for:

- automated decision-making processes (without human involvement)
- profiling, for example to predict behaviour, or interests.

3.7 Live & Local Ltd. may collect the following information:

- Prefix and full name
- Organisation (if acting on their behalf)
- Contact information (including email address, billing address, delivery address, telephone number and mobile telephone number) and contact preferences
- Demographic information including special category data such as age, gender, ethnicity, disability
- Behavioral information such as purchase patterns, preferences, and interests
- Other information relevant to research, surveys and/or offers
- Imagery (photographs, audio, videos, and other digital media)
- Financial information, including payment card details and bank details
- Sensitive (special category data) information about staff.

This is not an exhaustive list and Live & Local Ltd. retains different types of information for different individuals based on what is necessary to deliver its services to a high standard.

3.8 Live & Local Ltd. collects and uses data information from its audiences, subscribers, promoters, and partners for the following:

- Basic administration/record keeping.
- Contract management/administration.
- To provide and improve its products and services.
- Service management.
- Current and potential promoters receive information about Live & Local Ltd.'s services, available shows and items relevant to their participation in the network(s); Current and potential funders, partners and other interested organisations receive information

about Live & Local Ltd.'s services, current events and projects and other items relevant to their investment and/or interest in the organisation.

Direct marketing and fundraising communications, including the distribution by post of the seasonal What's On Brochures and direct mail letters, and the posting of e-campaigns; By joining Live & Local Ltd.'s mailing list, subscribers consent to receive information about Live & Local Ltd.'s live shows and film screenings, last-minute offers, news updates and fundraising using the contact details provided;

- Profiling.
- Ticket sales management.

3.9 Live & Local Ltd. collects and uses data information from its survey respondents for the following:

- To improve its products, services, audience development and marketing and fundraising communications
- To introduce new products and services
- To meet funding agreements and/or relevant contractual or legal requirements.

3.10 Live & Local Ltd. collects and uses images, photographs, audio, video, and other digital media files for the purposes of marketing, fundraising, advocacy, training and development and documentation.

3.11 Live & Local Ltd. collects and uses personal and sensitive (special category) data information from staff to comply with contract, law and in accordance with other company policies.

4 HOW DATA IS STORED

4.1 Live & Local Ltd. stores the data on secure electronic databases/ servers/Microsoft SharePoint and in paper files/ archives. A person's personal data is kept for no longer than is needed for documentation requirements as stated in Section 5. Periodically the held data is reviewed and erased or anonymised when no longer needed.

4.2 If an audience member writes to Live & Local Ltd. requesting to join the mailing list the paper record of this request is kept. If an individual makes a request for erasure verbally or in writing (letter or email) Live & local Ltd. will respond to this request within one month. The right is not absolute and only applies in certain circumstances.

4.3 Live & Local Ltd. archives written correspondence for as long as is considered necessary.

4.4 Live & Local Ltd. stores images, photographs, and audio, video, and other digital media files on a secure computer network. Digital media files may be released on the internet, for broadcast or in printed material to promote the aims and ideals of Live & Local Ltd. Parent/ guardian consent to release digital media files of minors is always sought.

4.5 Live & Local Ltd. stores sensitive personal data about staff in secure paper and electronic files with restricted personnel access. Records are destroyed in accordance with the current legislation, and as per Section 5 (below).

4.6 Live & Local Ltd. is committed to reporting any breaches of data as is necessary under data protection guidance.

5 DATA RETENTION/DESTRUCTION

5.1 Sensitive personal data held for recruitment and staff will be retained and destroyed as follows:

Document	Period of Retention	Statutory Authority/Best Practice
Interviewees: Application Form and interview notes (unsuccessful applicants)	1 year after date of interview	Best Practice as advised by CIPD
Non- interviewees: Application and shortlisting notes	6 months after shortlisting date	Best Practice as advised by CIPD
References given	1 yr after the reference is given	Best Practice as advised by CIPD
Employment Contract	6 years after end of employment or the terms are superseded.	Best Practice as advised by CIPD
Income tax and NI Returns, and correspondence with HMRC	Not less than 3 years after the end of the financial year to which they relate	Income Tax (Employments) Regulations 1993
Payroll	6 yrs after the end of the tax year	Taxes Management Act 1970
National Minimum wage records	3 years after the end of the pay reference period following the one that the records cover	National Minimum Wage Act 1998
Statutory Maternity/Parental Pay records	3 years after the end of the tax year in which the maternity/parental period ends	The Statutory Maternity Pay (General) Regulations 1986, Maternity & Parental Leave Regulations 1999
Sickness Records	3 yrs after the end of the tax year to which the sickness relates	Best Practice- The Statutory Sick Pay Regulations 2014 abolished the obligation to keep these records
Annual Leave Records	3 yrs after the end of the tax year to which the annual leave relates	Best Practice
Unpaid Leave/Special Leave Records	3 yrs after the end of the tax year to which the sickness relates	Best Practice
Personnel records including application forms, employee references, interview notes, promotion, training, disciplinary, appraisals etc	6 yr from end of employment	Best Practice as advised by CIPD
Pension records	6 years	The Pensions Regulator
Records regarding accidents/injuries	3 years from the date of the entry (or, if the accident involves a child/ young adult, then until that person reaches the age of 21).	The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR)
Flexi sheets	2 yrs	The Working Time Regulations 1998
First Aid Training	6 Years after employment	Health & Safety (First Aid) Regulations 1981
Fire Warden Training	6 Years after employment	Fire Precautions (Workplace) Regulations 1997

5.2 Financial data will be retained and destroyed as follows:

Document	Period of Retention	Statutory Authority/Best Practice
Purchase Ledger	6yrs	Companies Acts 2006
Invoices	6yrs	Companies Acts 2006
Cheque Books	6yrs	Companies Acts 2006
Deposit Slips	6yrs	Companies Acts 2006
Bank Statements	6yrs	Companies Acts 2006
Petty Cash Receipts	6yrs	Companies Acts 2006
Audits	6yrs unless advised otherwise	Companies Acts 2006

5.3 Insurance Records will be retained and destroyed as follows

Document	Suggested period of Retention	Statutory Authority/Best Practice
Employer's liability insurance	Permanent	Best Practice
Insurance claims	8 years	Best Practice

5.4 Documents pertaining to Live & Local's involvement with LEADER European Funding must be kept for 10 years from the date of the last payment of grant. N.B documents need to be kept until financial year 2024/25. These documents include those that enabled the funding body to reach the decision to award funds. This includes, but is not limited to: Application, appraisal, technical assessment, IDG Summary, Project Decision Record, Year-end accounts, Accountants letters, Offer of De Minimis Funding.

6 SECURITY

6.1 Live & Local Ltd. is committed to ensuring that personal data is secure. To prevent unauthorised or unlawful processing, access, disclosure, loss, destruction, or damage it has put in place suitable physical, electronic, and managerial procedures to safeguard and secure the information collected and stored. Any payment transactions are encrypted. Whenever information is stored online, Live & Local Ltd. has a data sharing agreement with the data processor which states the requirements of high-level security. Collected data may be transferred to, stored, and processed at a destination outside the European Economic Area (EEA). By submitting personal data, individuals agree to this transfer, storing or processing. When Live & Local Ltd. transfers information outside the EEA obligations are imposed on the recipients of that data to protect the information to the standard required in the EEA. USA-based organisations which handle personal information on behalf of Live & Local Ltd. will be certificated as part of the EU-US Privacy Shield initiative.

7 CONTROLLING PERSONAL DATA

- 7.1 Live & Local Ltd.'s subscriber mailings (direct (postal) and email) are opt-in. All data subjects have the right to amend/ update their preferences or unsubscribe from the mailing lists. Instructions are given at the bottom of every direct mail letter and email campaign to enable subscribers to undertake this.
- 7.2 Every two years Live & Local Ltd. contacts direct (postal) mailing list subscribers, for whom it has held personal information for more than four years, to confirm that the information which is held for them is relevant and accurate. They will be asked to opt-in to the mailing list again if they wish to remain on the database.
- 7.3 If an individual makes a valid erasure request verbally or in writing, no exemption applies, and proof of identity is established, Live & Local Ltd. will take steps to ensure data erasure ('putting data beyond use') from both live systems and backup systems without undue delay, in line with the established retention schedule and available technical mechanisms, but at the latest within one month of receipt (or three months with extension). In most cases no fee will be charged to comply with a request for erasure. Live & Local Ltd. will notify other organisations

about the erasure of personal data where the personal data has been disclosed to others; or the personal data has been made public in an online environment.

- 7.4 Audience members can opt-in to having their contact details passed on to other arts organisations (artists and performance companies, producing and commissioning companies and networks, arts development companies and programmers, artistic and strategic partners) who have produced shows they have seen, or local voluntary promoter groups who work in collaboration with Live & Local Ltd., so that they can be kept informed about the work of these organisations/groups. These organisations should contact the audience member letting them know how they collected their data and to check that they are happy to hear from the organization. Audience members will always be able to opt out of these communications by contacting the organisation directly.
- 7.5 Live & Local Ltd. will never share, sell, rent or trade personal information to any third parties for marketing or fundraising purposes without prior consent. Personal data might be passed to a third-party data processor from time to time if they need it to fulfil order(s) for goods and services, or to execute the communications Live & Local Ltd. sends subscribers, or to provide Live & Local Ltd. with professional accounting or legal advice, or due to Live & Local's obligations to comply with current legislation and bank transactions, or duty to comply with a regulatory authority in accordance with legal obligations. Personal information will be shared internally amongst staff but only to enable them to carry out their duties in line with the purposes set out above. Live & Local Ltd. ensures anyone who provides a service for Live & Local Ltd. enters into a confidentiality or non-disclosure agreement and meets its standards for data security.
- 7.6 All individuals in clauses 3.1 to 3.4 have the right to access their personal data. A subject access request can be made verbally or in writing. Live & Local Ltd. will respond to a request (subject to exemptions) within one month (or three months with extension). In most circumstances, no fee will be charged to deal with a request.
- 7.7 If any individual believes that any information Live & Local Ltd. holds about them is inaccurate or incomplete, they can make a request for rectification or completion verbally or in writing. Live & Local Ltd. will respond to a request within one month (or three months with extension). In certain circumstances a request for rectification can be refused.
- 7.8 Live & Local Ltd. will pass voluntary promoters' contact information to other promoters in the network and to the performers/ companies they are promoting, within the terms of their Promoter Agreement.
- 7.9 As an Arts Council England (ACE) National Portfolio Organisation (NPO), Live & Local Ltd. will meet the Arts Council's requirements around data sharing and will ensure that mutually agreed data sharing agreements are in place with relevant Arts Council funded organisations.
- 7.10 Live & Local Ltd. will collect, and report anonymized basic audience profile data as required by ACE on a representative sample of audiences by ethnicity, age, sex and disability status, engagement, and reach by postcode, via The Audience Agency's Audience Finder audience survey.
- 7.11 Live & Local Ltd. will evaluate the impact of its work on the people who experience it via the Impact & Insight Toolkit (IIT) digital evaluation platform operated by Counting What Counts (CWC) on behalf of Arts Council England. Evaluations are anonymous but may contain some personal data such as standard demographic responses and reach by postcode.
- 7.12 Any new projects being implemented that involve personal data will undergo a privacy impact assessment to assess any privacy risks.

ⁱ Community Touring Networks in Derbyshire, Leicestershire and Rutland, Lincolnshire, Nottinghamshire, Staffordshire, Warwickshire and Worcestershire.

ⁱⁱ Community Cinema Networks in: Staffordshire (Big Picture Show), Warwickshire (Big Picture Show) and Stratford-on-Avon District (Moving Pictures); Community Cinema Festival in: Warwickshire (Big Picture Festival).

ⁱⁱⁱ such as the Inn Crowd project touring live literature performances to rural pubs.