

# MANACTCO - Data Protection Policy

Reviewed May 2018

## 1 Introduction

- 1.1 This policy is intended to ensure that personal information is dealt with correctly and securely and in accordance with the Data Protection Act 1998, the General Data Protection Regulations (GDPR) 2018 and other related legislation. It will apply to information regardless of the way it is collected, used, recorded, stored or destroyed and irrespective of whether it is held in paper files or electronically.
- 1.2 MANACTCO needs to keep certain information about its customers, suppliers and contactors to allow it to operate as a business. In so doing, MANACTCO and its contractors will comply with the terms of the Data Protection Act 1998, the General Data Protection Regulations (GDPR) 2018, and any associated legislation, to ensure personal data is treated in a manner that is fair and lawful. In summary, these state that personal data shall:
  - a. be obtained and processed fairly and lawfully and shall not be processed unless certain conditions are met;
  - b. be obtained for a specified and lawful purpose and shall not be processed in any manner incompatible with that purpose;
  - c. be adequate, relevant and not excessive for that purpose;
  - d. be accurate and kept up-to-date;
  - e. not be kept for longer than is necessary for that purpose;
  - f. be processed in accordance with the data subject's rights;
  - g. be kept safe from unauthorised access, accidental loss or destruction;
  - h. not be transferred or shared with any other agency.
- 1.3 MANACTCO operates as a Sole-Trader. Its customers are exclusively schools who invite MANACTCO onto their premises to perform a theatrical presentation of a text or texts from the school's English Literature curriculum. MANACTCO's suppliers and contractors provide us with goods and services in order to operate as a business, and include the self-employed freelance performers that we use in school. MANACTCO has no direct employees, and keeps NO personal employee data.
- 1.4 MANACTCO and all contractors who process or use the data collected on MANACTCO's behalf must ensure that they follow the principles of this data protection policy at all times.

## 2 Status of this Policy

- 2.1 This policy has been adopted by MANACTCO and is a detailed statement of policy regarding one main area of information management. It is an appendix to contracts issued to all contractors, and it is a condition of the contract that performers and other contractors will abide by all the data protection rules and policies made by MANACTCO from time to time. Any failure to follow the policy can, therefore, result in a termination of the contract.

### **3 The Data Controller and the Data Protection Compliance Officer**

- 3.1 MANACTCO's Proprietor will act as both the Data Controller and Data Protection Compliance Officer and will deal with all day to day matters. Any customer, supplier or contractor who considers that the policy has not been followed in respect of data about themselves should raise the matter with the Data Protection Compliance Officer via Email to: [data.protection@manactco.org.uk](mailto:data.protection@manactco.org.uk)

### **4 Data Gathering**

- 4.1 All data relating to customers, suppliers and contractors, or other people with whom we have contact, whether that data is held on computer or in paper files, is covered by the Data Protection Act 1998, and the General Data Protection Regulations (GDPR) 2018
- 4.2 Only relevant business data may be collected and the person from whom it is collected must be informed of the intended use of the data (only if that person is the data subject) and of any possible disclosures of that information which may be made.

### **5 Data Checking**

- 5.1 MANACTCO will regularly check to ensure that data held for Schools, Contractors and Suppliers is up-to-date and accurate.

### **6 Responsibilities of Contractors**

- 6.1 All contractors are responsible for:
- checking that any information which they provide to MANACTCO in connection with their contract is accurate and up-to-date; and
  - informing MANACTCO of any changes to information they have provided, e.g. change of address, either at the time of the issue of the contract or subsequently. MANACTCO cannot be held responsible for any errors unless the contractor has informed MANACTCO of such changes.

### **7 Responsibility of Customers**

- 7.1 Schools and their representatives should ensure that all data provided to MANACTCO is accurate and up-to-date. They should ensure that changes of contact, address, status, etc. are notified to us. MANACTCO cannot be held responsible for any errors unless schools have informed MANACTCO of such changes. At the start of each academic year, schools will be contacted by MANACTCO and supplied with the detail of the data held by MANACTCO about them, and asked to verify that the data is still accurate and relevant.
- Subject to the above, any errors discovered will be rectified.

### **8 Data Storage**

- 8.1 The Data Controller/Data Protection Compliance Officer is responsible for ensuring that:
- all data is kept securely;
  - no data is disclosed either orally, in writing, electronically or by any other means accidentally or otherwise to any third party at any time, unless required to do so by law.
- 8.2 Contractors will be made aware at the issue of the contract that any unauthorised disclosure of data will lead to a cancellation of the contract.
- 8.3 All manually-held data will be stored in a secure and safe manner. It should be kept in a locked filing cabinet, drawer or safe where it is inaccessible to anyone who does not have legitimate reason to view or process that data.

- 8.4 Electronic data will be coded, encrypted and password protected on a local hard drive and regularly backed up on removal storage media. The computer will also be password protected, and all passwords are changed monthly. The computer will be permanently protected by a robust up-to-date Internet and virus protection package that checks for vulnerabilities several times each day; scans every Email received for possible viruses; and automatically rejects any infected file from being received. Automatic updates to the operating system are always enabled. The backup storage media will also be virus-checked at the time of being updated, and will itself be kept in a secure place, not routinely on the premises.
- 8.5 Computer work stations in the administrative area will be positioned so that they are not visible to casual observers waiting either in the office or elsewhere, or through any window which may permit unauthorised staff or visitors to view information on monitor Screens.

## **9 Subject Access Requests**

- 9.1 All Customers, Suppliers and Contractors for whom MANACTCO holds data are entitled to:
- know what information MANACTCO holds and processes about them and why;
  - know how to gain access to it;
  - understand the mechanisms used to keep the data up-to-date; and
  - know what MANACTCO is doing to comply with its legal obligations
  - know who will see the information and who it is likely to be shared with
- 9.2 All Customers (Schools), Suppliers and Contractors for whom MANACTCO holds data have a right in law to access data being kept about them either on computer or in paper. To find out what data is being held they should contact the designated data controller by Email via [data.protection@manactco.org.uk](mailto:data.protection@manactco.org.uk)

## **10 Data Disclosures to Third Parties**

- 10.1 MANACTCO DOES NOT SHARE ANY OF ITS DATA WITH THIRD PARTIES. Data will only be disclosed to organisations or individuals where there is a legal requirement to make the disclosure without consent.

## **11 Retention of data**

- 11.1 Data will be retained for no longer than is necessary for the purpose for which it was collected. School data will be kept for a total of 3 Academic years: If a school has not booked us within the last 3 Academic years then the record will expire. Suppliers' data will be kept for as long as MANACTCO agrees to use them as a supplier. Performers data will be retained for the length of the contract only, and will then be disposed of.
- 11.2 If a school contacts us and wishes to be removed from our data records, then that will be actioned within 7 days of receipt of the request.

## **12 Disposal of data**

- 12.1 Particular care will be taken with the disposal of all data. Electronic records will be electronically shredded rather than just deleted, using the latest technology. Paper based data will be destroyed by physical shredding. A timetable for the regular disposal of data no longer required will be maintained by the data protection officer.
- 12.2 Contractors will be made aware that the same standards of data disposal should be applied to any informal records, lists and printouts - either transmitted electronically or by paper - held by individual contractors containing data about Schools. Such data will be disposed of weekly.

### 13. **Checking System Security**

- 13.1 The security of all the data we store for Schools, Contractors or Suppliers is regularly checked by the designated data protection officer to ensure that all aspects of our security measures are up to date and compliant with our security policy, and also compliant with GDPR requirements.. Checks on every part of the system are made every 14 days, with passwords reset every 28 days.
- 13.2 There is a regular attempt made to test that all our security systems are robust and fit-for-purpose. The test takes place randomly once monthly.

### 14. **Reporting a personal data breach**

- 14.1 The GDPR requires that we report to the Information Commissioner's Office (ICO) any personal data breach where there is a risk to the rights and freedoms of the data subject. Where the Personal data breach results in a high risk to the data subject, he/she also has to be notified unless subsequent steps have been taken to ensure that the risk is unlikely to materialise, security measures were applied to render the personal data unintelligible (e.g. encryption) or it would amount to disproportionate effort to inform the data subject directly. In the latter circumstances, a public communication will be made or an equally effective alternative measure will be adopted to inform data subjects, so that they themselves can take any remedial action.
- 14.2 We have put in place robust procedures to deal with any suspected personal data breach and will notify data subjects or the ICO where we are legally required to do so. Notification will be made by Email from [data.protection@manactco.org.uk](mailto:data.protection@manactco.org.uk)
- 14.3 If any School, Contractor or Supplier knows or suspects that a data breach has occurred, they should immediately contact the designated data protection officer by Email via: [data.protection@manactco.org.uk](mailto:data.protection@manactco.org.uk) who will follow the instructions in the data breach procedure. All evidence relating to personal data breaches in particular to enable MANACTCO to maintain a record of such breaches, as required by the GDPR.

## **Appendix: Definitions in Data Protection Law**

### **Data**

Information processed by equipment (or intended to be processed by such equipment) or which is part of a relevant filing system or is an accessible record or is other 'recorded information'.

### **Data subject**

An individual who is the subject of personal data held by MANACTCO.

### **Processing data**

Carrying out any operation with the data i.e. obtaining, recording, holding, disclosing or disposing).

### **Recorded information**

Information recorded in any form, included structured information and unstructured information.

### **Rights of Data Subjects**

The right to be given a description of their own personal data held by MANACTCO, why it is being held and to whom it may be disclosed.