

KENWARD PULLEN IT SERVICES LIMITED

GDPR PRIVACY POLICY

This GDPR Privacy Policy (Policy) details how Kenward Pullen IT Services Limited (KPIT) will meet its obligations under GDPR.

1. INTERPRETATION

1.1 DEFINITIONS:

Client: a business, organisation or individual who receives the benefit of Services provided by KPIT in accordance with the relevant Contract Documentation.

Consent: agreement which has been freely given and acknowledged by You /Data Subject to be specific, informed and be an unambiguous indication of Your / Data Subject wishes in relation to the Processing of Personal Data relating to You / Data Subject in accordance with the terms of this Policy

Personal Data which is under Your control as a Data Controller passed to KPIT in order to provide Services to You or to act as a Data Processor for You. In which case You confirm and ensure You have obtained valid Consent from the Data Subject for any Personal Data passed to KPIT

Contract Documentation which has been agreed and signed by You for Services provided by KPIT or for Your services to KPIT in the form of either a;

- a) Booking Form, which is used for Services for individuals /consumers or
- b) Service Contract, which is used for Services for business/organisations,
- c) Employment / Consultancy Contract
- d) Any other contractual documentation

Data Controller: the person or organisation that determines when, why and how to process Personal Data. It is responsible for establishing practices and policies in line with the GDPR. KPIT is the Data Controller of all Personal Data relating to KPIT Personnel and Personal Data related to Clients Processed in accordance with this Policy.

Data Subject: a living, identified or identifiable individual about whom KPIT hold Personal Data. Data Subjects may be nationals or residents of any country and may have legal rights regarding their Personal Data. You (and other relevant Data Subjects) are a Data Subject in respect of this Policy.

Data Processor: a company, organisation or individual who processes Personal data on behalf of the Data Controller.

Data Protection Contact (DPC): is Mark O'Connor (Technical Director) who is responsibility for data protection compliance within KPIT.

General Data Protection Regulation (GDPR): the General Data Protection Regulation ((EU) 2016/679). Personal Data is subject to the legal safeguards specified in the GDPR.

GDPR Compliance Plan: the internal plan created by KPIT to ensure its ongoing committed and compliance to GDPR

KPIT: Kenward Pullen IT Services Limited, whose registered address is 26 High Street, Battle, England, TN33 0EA

Personal Data: any information identifying a Data Subject or information relating to a Data Subject that can identify (directly or indirectly) from that data alone or in combination with other identifiers possess or can reasonably access. Personal Data includes Sensitive Personal Data and Pseudonymised Personal Data but excludes anonymous data or data that has had the identity of an individual permanently removed. Personal data can be factual (for example, a name, email address, location or date of birth) or an opinion about that person's actions or behaviour.

Your Personal Data specifically includes, but is not limited to, any data provided by You on the Contract Documentation and any additional data provided by You in relation to KPIT providing the Services.

Personal Data Breach: the loss, or unauthorised access, disclosure or acquisition, of Personal Data

Personnel: all KPIT employees, workers contractors, agency workers, consultants, directors, members and others.

Processing or Process: any activity that involves the use of Personal Data. It includes obtaining, recording or holding the data, or carrying out any operation or set of operations on the data including organising, amending, retrieving, using, disclosing, erasing or destroying it. Processing also includes transmitting or transferring Personal Data to third parties.

Secure Room: KPIT's purpose built secure room.

Sensitive Personal Data: information revealing racial or ethnic origin, political opinions, religious or similar beliefs, trade union membership, physical or mental health conditions, sexual life, sexual orientation, biometric or genetic data, and Personal Data relating to criminal offences and convictions.

Services: IT business services, included by not limited to repairs, sales, data storage, business support, and as more specifically set out in the Contract Documentation.

You: the person, business or organisation who has Consented to the terms of this Policy by the express written Consent of signing the Contract Documentation for which this Policy forms part of.

2. INTRODUCTION

- 2.1 This Policy sets out how KPIT will handle Your Personal Data
- 2.2 This Policy sets out what KPIT expect from You in order for the KPIT to comply with GDPR. Your compliance with this Policy is mandatory.
- 2.3 KPIT is committed to ensuring that Your Personnel Data is processed in accordance with this Policy. Protecting the confidentiality and integrity of Personal Data is a critical responsibility that KPIT take seriously at all times. This Policy has been endorsed at all levels within KPIT and KPIT will continue to ensure ongoing compliance through its GDPR Compliance Plan.
- 2.4 The DPC is responsible for overseeing this Policy and is the main point of contact for all matters relating to data protection with KPIT. Contact details for the DPC are as follows;
Mark O'Connor - Technical Director,
76-78 Bohemia Road, St Leonards on Sea, East Sussex
Email – mark@KPITit.co.uk
Phone number 01424 400150

3. PERSONAL DATA PROTECTION PRINCIPLES

- 3.1 KPIT are committed to the principles relating to Processing of Personal Data set out in the GDPR. You agree and acknowledge that Your Personal Data will be Processed in accordance with those principles which are;
- (a) Processed lawfully, fairly and in a transparent manner (Lawfulness, Fairness and Transparency).
 - (b) Collected only for specified, explicit and legitimate purposes (Purpose Limitation).
 - (c) Adequate, relevant and limited to what is necessary in relation to the purposes for which it is Processed (Data Minimisation).
 - (d) Accurate and where necessary kept up to date (Accuracy).
 - (e) Not kept in a form which permits identification of Data Subjects for longer than is necessary for the purposes for which the data is Processed (Storage Limitation).
 - (f) Processed in a manner that ensures its security using appropriate technical and organisational measures to protect against unauthorised or unlawful Processing and against accidental loss, destruction or damage (Security, Integrity and Confidentiality).
 - (g) Not transferred to another country without appropriate safeguards being in place (Transfer Limitation).
 - (h) Made available to Data Subjects and Data Subjects allowed to exercise certain rights in relation to their Personal Data (Data Subject's Rights and Requests).

4. LAWFULNESS, FAIRNESS, TRANSPARENCY

4.1 Lawfulness And Fairness, Transparency

KPIT is Processing Your Personal Data and any relevant data Subject's Personal Data in order for

- (a) KPIT to deliver the Services to You as set out in the Contract Documentation;
- (b) and for KPIT to meet its legal compliance obligations.;

4.2 Consent

You agree by signing this Policy and/or the Contract Documentation, which incorporates this Policy, that you expressly Consent that KPIT can Process Your Personal Data in accordance with this Policy;

(a) You have the right to withdraw Your Consent at any time by notifying the DPC in writing stating if You wish to withdraw part or all of Your Consent.

- (i) If You wish to withdraw Your Consent for KPIT to Process Your Personal Data in order to provide You the Services then KPIT will remove Your Personal Data as set out in section 9 of this Policy.
- (ii) If You wish to withdraw Your Consent for KPIT to Process Your Personal Data for the purposes of providing the newsletter only, then the DPC will acknowledge Your request and ensure this is actioned within 7 working days. Your Personal Data will continue to be Processed by KPIT for the

purposes of providing You the Services.

(b) In the event KPIT wish to Process Your Personal Data for any other Purpose then as set out in this Policy, then KPIT will require You to provide an additional Consent.

5. FOR WHAT PURPOSE CAN YOUR PERSONAL DATA BE PROCESSED

5.1 KPIT will only Process Your Personal Data for the following purposes;

- a) to enable KPIT to provide You the Services as set out in the Contract Documentation
- b) to be included on the KPIT client database which is used for the sole purpose of sending out regular newsletters.

6. EXCESSIVE PERSONAL DATA

6.1 KPIT has and will continue to review the Personal Data required to enable us to provide You the Services. If you feel that any Personal Data KPIT requests is excessive or not required for the Purposes set out in 6.1, then You should advise the DPC in writing, and we shall investigate, take appropriate action and update You in respect of the reasons why the Personal data is required or the action taken.

7. ENSURING YOUR PERSONAL DATA IS ACCURATE

7.1 You shall be responsible for ensuring that all Personal Data provided by You on the Contract Documentation shall be accurate.

7.2 You shall advise the DPC in writing of any amendments or inaccuracies in Your Personal Data. KPIT will ensure such amendments are made within 5 working days

7.3 If You have signed Contract Documentation with a duration of over 12 months, then KPIT will request that You confirm or update Your Personal Data on an annual basis. KPIT will send this request to the e-mail address provided by You and You shall respond to such request within 7 working days confirming or amending Your Personal Data. Failure to do so may result in KPIT ceasing to provide You the Services.

8. STORING AND DELETING YOUR PERSONAL DATA

8.1 KPIT shall store original papers copies of Your Personal Data which has been signed by either You or KPIT (Paper Copies). Such paper copies shall be kept in a lockable cabinet. Paper copies shall be delete (shredded) at the same time as the electronic Personal Data.

8.2 KPIT shall store all electronic Personal Data on KPIT secure server, which is located in the KPIT Secure Room. KPIT shall not store Your Personal Data on any hard-drive of any IT hardware owned or used by KPIT.

8.3 KPIT shall store Your Personal Data for the following periods;

- a) For any Personal Data obtained from You in relation to Contract Documentation with a duration of less than 9 months, shall be stored for the duration of the Services plus 6 months.
- b) For any Personal Data obtained from You in relation to Contract Documentation with a duration of more than 9 months, shall be stored for the duration of the Contract Documentation (plus any renewal or extension periods) plus 7 years.

8.4 If You wish Your Personal Data to be deleted prior to the dates set out in 9.3 above then You should send a written request to DPC, who will action such request within 7 working days.

9. SECURITY INTEGRITY AND CONFIDENTIALITY

9.1 Protecting Your Personal Data

- a) All Personal Data is held by KPIT on separate servers in a Secure Room,
- b) KPIT has installed and will maintain and update suitable security software on its own IT equipment and servers.
- c) KPIT shall not hold any Personal Data on the hard drive of the IT equipment owned by KPIT.
- d) KPIT has undertaken all reasonable security measures (including but limited to securing the site, and installing alarm systems, and CCTV) to ensure the site where Personal Data is held is secure.

9.2 Reporting A Personal Data Breach

If You suspect there has been a potential or actual breach of Your Personal Data then both parties shall follow the process set out below;

- a) You must write to the DPC as soon as reasonably practicable clearly stating the details of the potential or actual Personal Data Breach (Notice of Breach)
- b) KPIT will acknowledge Your Notice of Breach within 1 working day
- c) KPIT will investigate the potential or actual Personal Data Breach and report its findings to You within

2 working days, (unless KPIT have advised You in writing giving reasonable reasons as to why the investigation will take longer)

- d) If through the investigation KPIT determines that there has been a Personal Data Breach, then KPIT will take all necessary action in order to rectify the situation and minimise any potential or actual damage caused through such a Personal Data Breach.
- e) KPIT will communicate with You regarding the action being taken.
- f) KPIT will comply with any guidelines issued by the Information Commissioners Office (ICO) in relation to Personal Data Breach's, including notifying the ICO when required to do so.

10. TRANSFERING YOUR DATA TO 3RD PARTIES

- 10.1 KPIT shall not transfer or share Your Personal Data with any 3rd parties except as specifically set out below;
 - a) If You need to be paid by KPIT Your Personal Data shall be shared with Skilton Book Keeping. this will be processed using SAGE software
 - b) If You have Consented to receive a newsletter from KPIT, KPIT will share Your Personal Details with a company called MailChimp who undertake this service on behalf of KPIT.
- 10.2 KPIT shall use its reasonable endeavours to ensure that the 3rd parties stated above comply with GDPR.
- 10.3 KPIT shall enter into a data processing contract with such 3rd parties as required under GDPR.
- 10.4 KPIT shall advise You in writing if KPIT changes any 3rd party mentioned in clause 10.1.

11. YOUR RIGHTS AND REQUESTS

- 11.1 KPIT are fully committed to protecting Your Personal Data, and advise You to understand Your rights under GDPR.
- 11.1 You should contact the DPC in writing with any questions about the operation of this Policy, GDPR, Your rights in relation to Personal Data held by KPIT or if you have any concerns that this Policy is not being or has not been followed. In particular, you should always contact the DPC in the following circumstances:
 - 1. if You believe there has been a Personal Data Breach of Your data
 - 2. if You wish KPIT to delete or correct any aspect of Your Personal Data held by KPIT.

12. ACCOUNTABILITY

12.1 Accountability

- 12.1.1 When KPIT is acting as a Data Controller, KPIT shall implemented appropriate technical and organisational measures in an effective manner, to ensure compliance with data protection principles.
- 12.1.2 When You are the Data Controller who has permitted KPIT to process Personal Data held by You, then You shall ensure that You have the full Consent of the Data Subject that their Personal Data shall be passed to KPIT. You are fully responsible for ensuring that the Personal Data Processed by You and passed to KPIT is GDPR compliant.
- 12.1.3 If You are a business or organisation then by signing this Policy / Contract Documentation Your business or organisation is committed to being GDPR compliant and has taken all reasonable actions to achieve this.
- 12.1.4 You shall indemnify KPIT for any damages, claims, or costs howsoever arising which KPIT incurs as a result of Your breach of GDPR.

12.2 Record Keeping

- 12.2.1 KPIT shall keep a copy of this Policy / Contract Documentation signed by You for the same duration as which KPIT hold Your Personal Data.
- 12.2.2 Where KPIT is acting as a Data Processor for You, then You shall notify KPIT in writing of how such Personal Data shall be Processed.
- 12.2.3 You shall keep sufficient records in respect of the Personal Data You provide to KPIT as a Data Processor, and You shall provide evidence of any Consent if KPIT are required to demonstrate GDPR compliance.

12.3 Sharing Personal Data

- 12.3.1 KPIT shall not share any of Your Personal Data with any 3rd party not set out in this Policy.

13. CHANGES TO THIS POLICY

- 13.1 KPIT reserves the right to amend this Policy at any time.
- 13.2 KPIT shall advise You in writing of any amendments to the Policy and if necessary You will be required to sign this Policy again to confirm Your Consent to the amendments made.

14. ACKNOWLEDGEMENT OF RECEIPT AND REVIEW

You acknowledge that You read a copy of this Policy and understand that I am responsible for knowing and abiding by its terms.

Signed

Printed Name Date