

CYTODOC Data Protection

INCLUDED IN THIS DOCUMENT ARE THE FOLLOWING POLICIES:

Cytodoc – Privacy Policy

Cytodoc – Acceptable Use Policy

Cytodoc – Terms of Website Use

Cytodoc – GDPR Data Breach Policy

CYTODOC - PRIVACY POLICY

David Salt t/a Cytodoc ("We") are committed to protecting and respecting your privacy.

This policy, together with our terms of use sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. By visiting www.cytodoc.co.uk you are accepting and consenting to the practices described in this policy.

For the purpose of the Data Protection Act 1998 (the **Act**), the data controller is David Salt t/a Cytodoc.

INFORMATION WE MAY COLLECT FROM YOU

We may collect and process the following data about you:

- **Information you give us.** You may give us information about you by filling in forms on our site www.cytodoc.co.uk (**our site**) or by corresponding with us by phone, e-mail or otherwise. This includes information you provide when you register to use our site, subscribe to our service, search for a product, place an order on our site, participate in discussion boards or other social media functions on our site, enter a competition, promotion or survey, and when you report a problem with our site. The information you give us may include your name, address, e-mail address and phone number, financial and credit card information, and personal description.
- **Information we collect about you.** With regard to each of your visits to our site we may automatically collect the following information:
 - technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;
 - information about your visit, including the full Uniform Resource Locators (URL) clickstream to, through and from our site (including date and time); products you viewed or searched for; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and

mouse-overs), and methods used to browse away from the page and any phone number used to call our customer service number.

Information we receive from other sources. We may receive information about you if you use any of the other websites we operate or the other services we provide. In this case we will have informed you when we collected that data that it may be shared internally and combined with data collected on this site. We are also working closely with third parties (including, for example, business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, credit reference agencies) and may receive information about you from them.

COOKIES

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site. For detailed information on the cookies we use and the purposes for which we use them see our Cookie policy.

USES MADE OF THE INFORMATION

We use information held about you in the following ways:

- **Information you give to us.** We will use this information:
 - to carry out our obligations arising from any contracts entered into between you and us and to provide you with the information, products and services that you request from us;
 - to provide you with information about other goods and services we offer that are similar to those that you have already purchased or enquired about;
 - to provide you, or permit selected third parties to provide you, with information about goods or services we feel may interest you. If you are an existing customer, we will only contact you by electronic means (e-mail or SMS) with information about goods and services similar to those which were the subject of a previous sale or negotiations of a sale to you. If you are a new customer, and where we permit selected third parties to use your data, we (or they) will contact you by electronic means only if you have consented to this. If you do not want us to use your data in this way, or to pass your details on to third parties for marketing purposes, please tick the relevant box situated on the form on which we collect your data.
 - to notify you about changes to our service;
 - to ensure that content from our site is presented in the most effective manner for you and for your computer.
- **Information we collect about you.** We will use this information:
 - to administer our site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
 - to improve our site to ensure that content is presented in the most effective manner for you and for your computer;

- to allow you to participate in interactive features of our service, when you choose to do so;
- as part of our efforts to keep our site safe and secure;
- to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you;
- to make suggestions and recommendations to you and other users of our site about goods or services that may interest you or them.
- **Information we receive from other sources.** We may combine this information with information you give to us and information we collect about you. We may use this information and the combined information for the purposes set out above (depending on the types of information we receive).

DISCLOSURE OF YOUR INFORMATION

We may share your personal information with any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006.

We may share your information with selected third parties including:

- Business partners, suppliers and sub-contractors for the performance of any contract we enter into with [them or] you.

We may disclose your personal information to third parties:

- In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
- If David Salt t/a Cytodoc or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use or terms and conditions of supply and other agreements; or to protect the rights, property, or safety of David Salt t/a Cytodoc, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

WHERE WE STORE YOUR PERSONAL DATA

We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

All information you provide to us is stored on secure servers. Any payment transactions will be encrypted [using SSL technology]. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

YOUR RIGHTS

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us at info@cytodoc.co.uk.

Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

ACCESS TO INFORMATION

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

CHANGES TO OUR PRIVACY POLICY

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail. Please check back frequently to see any updates or changes to our privacy policy.

CONTACT

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to info@cytodoc.co.uk.

CYTODOC - ACCEPTABLE USE POLICY

This acceptable use policy sets out the terms between you and us under which you may access our website www.cytodoc.co.uk (**our site**). This acceptable use policy applies to all users of, and visitors to, our site.

Your use of our site means that you accept, and agree to abide by, all the policies in this **Acceptable Use Policy**, which supplement our terms of website use.

www.cytodoc.co.uk is a site operated by David Salt t/a Cytodoc. Our main trading address is Cleobury Country Centre, Love Lane, Cleobury Mortimer, Kidderminster, Worcestershire, UK, DY14 8PE. Our VAT number is 296101702.

PROHIBITED USES

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our **Terms of Website Use**.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our site;
 - any equipment or network on which our site is stored;
 - any software used in the provision of our site; or
 - any equipment or network or software owned or used by any third party.

INTERACTIVE SERVICES

We may from time to time provide interactive services on our site, including, without limitation:

- Chat rooms.
- Bulletin boards.
- Blogs

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

CONTENT STANDARDS

These content standards apply to any and all material which you contribute to our site (**contributions**), and to any interactive services associated with it.

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.

- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

SUSPENSION AND TERMINATION

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the **Terms of Website Use** upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

CHANGES TO THE ACCEPTABLE USE POLICY

We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our site.

CYTODOC - TERMS OF WEBSITE USE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

TERMS OF WEBSITE USE

This terms of use (together with the documents referred to in it) tells you the terms of use on which you may make use of our website www.cytodoc.co.uk (**our site**), whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use our site.

Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. We recommend that you print a copy of this for future reference.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms of use, you must not use our site.

OTHER APPLICABLE TERMS

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our **Privacy Policy**, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- Our **Acceptable Use Policy**, which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.
- Our **Cookie Policy**, which sets out information about the cookies on our site.
- Our **Data Breach Policy**, which sets out how we deal with a data security breach.

If you purchase goods from our site, our **Terms and conditions of Supply** will apply to the sales.

INFORMATION ABOUT US

www.cytodoc.co.uk is a site operated by David Salt t/a Cytodoc ("We"). Our main trading address is Cleobury Country Centre, Love Lane, Cleobury Mortimer, Kidderminster, Worcestershire DY14 8PE. Our VAT number is 296101702.

CHANGES TO THESE TERMS

We may revise these terms of use at any time by amending this page.

Please check this page from time to time to take notice of any changes we made, as they are binding on you.

CHANGES TO OUR SITE

We may update our site from time to time and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

ACCESSING OUR SITE

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate or available in other locations. We may limit the availability of our site or any service or product described on our site to any person or geographic area at any time. If you choose to access our site from outside the United Kingdom, you do so at your own risk.

YOUR ACCOUNT AND PASSWORD

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at info@cytodoc.co.uk or by calling +44 (0) 1299 271836.

INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

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.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

NO RELIANCE ON INFORMATION

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

LIMITATION OF OUR LIABILITY

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

If you are a business user, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;

- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a consumer user, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods by use to you, which will be set out in our **Terms and conditions of supply**.

UPLOADING CONTENT TO OUR SITE

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in our **Acceptable Use Policy**.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. [If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.]

Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us [and other users of the Site] a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in the next paragraph (Rights you licence).

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our **Acceptable Use Policy**.

The views expressed by other users on our site do not represent our views or values.

You are solely responsible for securing and backing up your content.

RIGHTS YOU LICENCE

When you upload or post content to our site, you grant the following licenses:

- A worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that content in connection with the services provided by our site and across different media and to promote the site or services; and
- A worldwide, non-exclusive, royalty-free, transferable licence to allow third parties to use the content for their purposes.

We will only ever use your materials to carry out your instructions to us – unless, very exceptionally, a court or other regulator orders us to disclose them.

VIRUSES

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

LINKING TO OUR SITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our **Acceptable Use Policy**.

If you wish to make any use of content on our site other than that set out above, please contact info@cytodoc.co.uk

THIRD PARTY LINKS AND RESOURCES IN OUR SITE

Where our site 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.

APPLICABLE LAW

If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

CONTACT US

To contact us, please email info@cytodoc.co.uk.

CYTODOC

GDPR: DATA BREACH POLICY

This is the Data Breach Policy of Cytodoc.

BACKGROUND

The General Data Protection Regulation (GDPR) is based around six principles of handling of personal data. We must comply with all six principles as a business; otherwise we'll be in breach of the GDPR. We understand that the principles give people specific rights in relation to their personal information and place certain obligations on those organisations that are responsible for processing it.

AIM

The GDPR requires that we must take appropriate measures against unauthorised or unlawful processing and against accidental loss, destruction of or damage to personal data. This policy sets out how we deal with a data security breach.

WHAT IS A PERSONAL DATA BREACH?

The Information Commissioner's Office states that a personal data breach can be broadly defined as a security incident that has affected the confidentiality, integrity or availability of personal data. In short, there will be a personal data breach whenever any personal data is lost, destroyed, corrupted or disclosed; if someone accesses the data or passes it on without proper authorisation; or if the data is made unavailable and this unavailability has a significant negative effect on individuals.

ACTION TO BE TAKEN IN THE EVENT OF A DATA BREACH

1. Containment and recovery

The immediate priorities are to:

- Contain the breach;
- Assess the potential adverse consequences for individuals, based on how serious or substantial these are, and how likely they are to happen; and
- To limit the scope.

In the event of a security incident or breach, staff must immediately inform David Salt / DPO.

David Salt / DPO will take the lead on investigating the breach. In the event where David Salt / DPO is absent for whatever reason, Lauraine West will take the lead on investigating a breach.

Steps to take where personal data has been sent to someone not authorised to see it:

- Inform the recipient not to pass it on or discuss it with anyone else;
- Inform the recipient to destroy or delete the personal data they have received and get them to confirm in writing that they have done so;
- Explain to the recipient the implications if they further disclose the data; and
- Where relevant, inform the data subjects whose personal data is involved what has happened so that they can take any necessary action to protect themselves.

2. Assessing the risk

Perhaps most important is an assessment of potential adverse consequences for individuals, how serious or substantial these are and how likely they are to happen.

3. NOTIFYING THE ICO AND INDIVIDUALS, WHERE RELEVANT

a) Who is responsible?

In our business, David Salt / DPO is the point of contact for staff and the ICO on this policy and on all matters relating to data protection.

Lauraine West is also responsible for notifying the ICO and individuals (where applicable) of relevant personal data breaches.

b) What breaches do we need to notify the ICO about?

When a personal data breach has occurred, we need to establish the likelihood and severity of the resulting risk to people's rights and freedoms. If it's likely that there will be a risk then we must notify the ICO; if it's unlikely then we don't have to report it.

If we decide we don't need to report the breach, we need to be able to justify this decision, and we should document it.

c) When to notify the ICO and dealing with delays

Notifiable breaches must be reported to the ICO without undue delay, but not later than 72 hours after becoming aware of it.

If we don't comply with this requirement, we must be able to give reasons for the delay.

In some instances it will not always be possible to investigate a breach fully within 72 hours to understand exactly what has happened and what needs to be done to mitigate it. Where that applies we should provide the required information in phases, as long as this is done without undue further delay.

d) Breach information to the ICO

When reporting a breach, we will provide the following information:

- a description of the nature of the personal data breach including, where possible:
 - the categories and approximate number of individuals concerned;
 - and the categories and approximate number of personal data records concerned;
- our contact person, David Salt / DPO on info@cytodoc.co.uk;
- a description of the likely consequences of the personal data breach; and
- a description of the measures taken, or proposed to be taken, to deal with the personal data breach, including, where appropriate, the measures taken to mitigate any possible adverse effects.

e) Individuals

Where notification to individuals may also be required, David Salt / DPO will assess the severity of the potential impact on individuals as a result of a breach and the likelihood of this occurring. Where there is a high risk, we will inform those affected as soon as possible, especially if there is a need to mitigate an immediate risk of damage to them.

g) Information to individuals

David Salt / DPO will consider who to notify, what we are going to tell them and how we are going to communicate the message. This will depend to a large extent on the nature of the breach but will include the name and contact details of our data protection officer (where relevant) or other contact point where more information can be obtained; a description of the likely consequences of the personal data breach; and a description of the measures taken, or proposed to be taken, to deal with the personal data breach and including, where appropriate, of the measures taken to mitigate any possible adverse effects.

The breach need not be reported to individuals if:

- We have implemented appropriate technical and organisational protection measures, and those measures were applied to the personal data affected by the personal data breach;
- We have taken subsequent measures which ensure that the high risk to the rights and freedoms of data subjects is no longer likely to materialise;
- It would involve disproportionate effort (in this case a public communication may be more appropriate).

In the case of a breach affecting individuals in different EU countries, we are aware that the ICO may not be the lead supervisory authority. Where this applies, David Salt / DPO should establish which European data protection agency would be the lead supervisory authority for the processing activities that have been subject to the breach.

h) Third parties

In certain instances, David Salt / DPO may need to consider notifying third parties such as the police, insurers, professional bodies, bank or credit card companies who can assist in reducing the risk of financial loss to individuals.

i) Document all decisions

David Salt / DPO must document all decisions that we take in relation to security incidents and data breaches, regardless of whether or not they need to be reported to the ICO.

4. EVALUATE OUR RESPONSE AND MITIGATION STEPS

We investigate the cause of any breach, decide on remedial action and consider how we can mitigate it. As part of that process we also evaluate the effectiveness of our response to incidents or breaches. To assist in this evaluation we consider:

<ul style="list-style-type: none"> • What personal data is held, where and how it is stored
<ul style="list-style-type: none"> • Risks that arise when sharing with or disclosing to others
<ul style="list-style-type: none"> • This includes checking the method of transmission to make sure it's secure and that we only share or disclose the minimum amount of data necessary
<ul style="list-style-type: none"> • Weak points in our existing security measures such as the use of portable storage devices or access to public networks
<ul style="list-style-type: none"> • Whether or not the breach was a result of human error or a systemic issue and determine how a recurrence can be prevented – whether this is through better processes, further training or other corrective steps
<ul style="list-style-type: none"> • Staff awareness of security issues and look to fill any gaps through training or advice
<ul style="list-style-type: none"> • The need for a Business Continuity Plan for dealing with serious incidents

- The group of people responsible for reacting to reported breaches of security

4. Review

This document is reviewed by us annually.

Thank you for visiting this website.