



## **Temple Grove Schools Trust Ltd & Temple Grove Bursary Fund** **Data Protection Policy**

This Data Protection Policy sets out the way in which Data is to be handled, and protected, by those involved in using and processing information relating to the following Temple Grove Entities, shown with respective '*Responsible Officers*':

Temple Grove Schools Trust Ltd (TGST) – *Trust Executive*  
Temple Grove Bursary Fund (TGBF) – *Chairman of Fund*  
Old Temple Grove Association (OTGA) – *Secretary OTGA*

Information held by East Sussex County Record Office (Archives) remains the responsibility of the Archives unless copied, or removed, for Temple Grove purposes by *responsible officers* of the above entities. This Policy covers all information shared between the OTGA and the Temple Grove Trusts, but not any information retained solely by the OTGA (at the request of its membership).

Information incorporates all paper and data records of personal data, stored or handled in any way, by officers of the above entities, or by individuals acting on behalf of them with specific authority for Temple Grove purposes.

The nominated Temple Grove Data Controller is the Trust Executive and the Notification Reference is zxx792 dated 30 March 2009. TGST and TGBF are specifically included in the Notification; the OTGA are included by extension by this Policy, covering its use of Temple Grove information.

### **Statement of information security policy**

In accordance with the 1998 Act, where Temple Grove uses information about living people (data subjects) it will do so in accordance with the eight Data Protection Principles (which are set out in full in [OG 58 B4](#)<sup>1</sup> with the underlying purpose of protecting the civil liberties of the person who is the subject of the data.

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<sup>1</sup> See <http://www.charity-commission.gov.uk/supportingcharities/ogs/g058b004.asp> or obtain OG 58 B4 from the Charity Commission or Data Controller

Broadly, the application of Data Protection Principles requires Temple Grove to ensure that:

- (i) All personal data must be processed fairly and lawfully.
- (ii) Personal data is obtained for specified and lawful purposes, and is not processed for other purposes. It must not be shared with any other entity, or individual, except where appropriate for fulfilling these lawful processes and in circumstances where information cannot be used for any other purpose. Each case must be agreed with the Data Controller.
- (iii) Personal data must be relevant to the purpose of Temple Grove and for which it was obtained.
- (iv) Personal data must be accurate and kept up to date.
- (v) Personal data must not be retained unnecessarily.
- (vi) The statutory rights of data subjects (eg access to data) must be respected.
- (vii) The data controller must take appropriate technical and organisational measures against improper processing and the risk of loss or destruction of, or damage to, the data.
- (viii) Personal data are not transferred to a non-EU country unless its law provides comparable civil rights protection.

**Controlling physical security.** Information must be kept in a secure environment and physical access protected from unauthorised individuals.

**Controls on access to information.** Computers and other storage devices/systems must be password protected.

**Business continuity.** Information will be backed up and separate storage arrangements made (to be implemented once the current [April 2009] updating activity has been updated).

**Training.** Staff will undergo the appropriate training if using the webalumnus system and will all be made aware of this Policy if using the data.

**Breaches of security.** Any breach of security and perceived loss of data is to be reported immediately to the Data Controller.

**Informing Data Subjects** All data subjects completing a response form are warned of the joint use by the Entities of the personal information sought - and advised of their compliance with the Data Protection Act. In addition, all data subjects registering via the online database provided at [www.templegrove.org.uk](http://www.templegrove.org.uk) (webalumnus system) are obliged to read and agree the statement<sup>2</sup> below:

Details : (1). YOUR OBLIGATIONS TO US

You agree to provide accurate information to us when registering to use the service. You agree that you will comply with any reasonable instructions or directions issued by us from time to time concerning access to the service and that you will only use the service in a manner consistent with these Terms of Use. You agree that you will not use the service for any unlawful purpose or in breach of any applicable law or regulation. In particular you will

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<sup>2</sup> Effective Date :29 Nov 2008

not use the service to commit any criminal act or any act constituting infringement of any intellectual property right, or to transmit any material that is blasphemous, obscene, indecent or pornographic or which is of a defamatory, offensive, abusive, or menacing character or which may cause annoyance, inconvenience or needless anxiety to any person. We reserve the right to remove any material from the service which we at our sole discretion find objectionable. If you see any material that breaches your or anyone else's rights or should be removed please let us know immediately. You agree to keep secret any password issued to you and not to allow anyone else to use it.

We reserve the right to bar users from this site on a permanent or temporary basis at our discretion. Any such user shall be notified and must not then attempt to use this site under another name or through another user.

You agree to indemnify us against all losses (including, without limitation, legal costs) we may incur as a result of any breach by you of these Terms of Use.

## (2). OUR OBLIGATIONS TO YOU

We will provide you with the right to use the service. We will observe all relevant UK data protection legislation in relation to the data you provide to us and we will only use it for authorised purposes. For further information about privacy please see our "Privacy Policy", below. We will provide the service to you with reasonable care and skill. However, we cannot guarantee that the service will be continuous or error free. We do not accept liability for any special loss or any indirect or consequential loss of any nature (including without limitation any economic loss or other loss of business, production, revenue, profit, goodwill or anticipated savings), whether arising in contract, tort, negligence, breach of statutory duty or otherwise, and whether or not the possibility of such loss arising has been brought to our attention.

We do not monitor the service continuously but we reserve the right to do so. We take no responsibility for material that has not been introduced by us. You acknowledge that you are solely responsible for the form, content and accuracy of any material introduced by you.

## (3). DISCLAIMER

You use the service at your own risk. The service is provided as is and without warranties of any kind either expressed or implied. We disclaim all warranties and conditions of satisfactory quality and fitness for a particular purpose to the fullest extent permissible. We do not warrant or make any representations regarding the use of or the result of the use of the material in this service in terms of its correctness, accuracy, reliability, or otherwise.

## (4). GENERAL

The contents of this site are protected by copyright. You may download information from this site for your own personal use only. You are not entitled to pass the information from this site to third parties for their use. Unauthorised reproduction of its content is forbidden.

You undertake that you have read our Privacy Policy below, and are familiar with its contents.

We reserve the right at any time, in our sole discretion, to make any changes to these Terms of Use. Any changes will be notified to you by e-mail or by publishing the revised Terms of Use on this site. By continuing to use the service after such notification you agree to be bound by

such changes.

These Terms of Use are to be interpreted in accordance with English law and, in the event of any dispute, you and we irrevocably submit to the non-exclusive jurisdiction of the English Courts.

Finally, nothing in these Terms of Use is to be interpreted as an attempt to limit or exclude our liability for any personal injury resulting from our negligence and, if you are a consumer, nothing we say affects your statutory rights.

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**PRIVACY POLICY**

Your privacy is of the highest importance to us. Our relationship with you is based on trust and we aim to maintain this trust. This policy describes how we deal with personal information. Please note that this policy may be amended in future to reflect any changes in the law or our organisation.

**(A). INFORMATION USE**

We will only use personal information provided by you to us for the purposes for which it was originally provided to us. These purposes include i) allowing you and us to keep abreast of where your contemporaries and other alumni are and what they are doing, ii) allow us to administer the Alumni Club and keep in touch with members, and iii) allow us to support the activities of the Organisation's Careers office. The information we keep is never sold or passed on to commercial third parties for unconnected purposes; it is only used by the Organisation or by third parties on the Organisation's behalf for purposes related to the Organisation.

**(B). OPT-IN/OPT-OUT**

All of the email content that we send to people includes a permission based or opt-in email facility. The opt-in approach requires that the recipient requests further contact. We will always provide recipients with an opportunity to opt-out or "unsubscribe" from receiving further email content.

**(C). LINKS**

Our web site contains links to other sites. Please be aware that we are not responsible for the privacy practices of such other sites. This privacy policy applies solely to information collected by us. However, if you have any concerns about privacy on sites to which we have links please let us know.

**(D). SPAM**

We do not knowingly get involved in "spamming" activities of any kind (i.e. repeated unsolicited emails) and we work only with people who we believe have similar anti-spamming policies.

**(E). DATA PROTECTION**

We will always comply with the legal obligations on us in relation to data protection set out in the Data Protection Act 1998.

**(F). SECURITY**

We take every precaution to protect your information. When sensitive information is sent to us it is protected both online and offline.

**(G). FURTHER INFORMATION**

We welcome your questions both about this policy and our use of personal information about you. If you have any such questions please contact us using our contact details as shown below.”