# CWCAM GDPR Policy Document

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#### Introduction

The **General Data Protection Regulation (GDPR)** took effect on 25 May 2018.

The regulation protects people's personal data throughout the UK and the European Union and is aimed at giving citizens control over their personal data. It simplifies regulations for economic relations with other countries by making the EU procedures standardised. Although the UK is no longer in the EU, GDPR is written into UK Law.

The General Data Protection Regulation enforces rules that protect people against a wide variety of privacy issues. It enforces the right for people to lawfully agree with companies and organisations to use their private information. It also enforces the right for people to have their private information no longer accessible by a company or an organisation. GDPR enforces the right for users to allow their private information to become public or not. The regulation also makes sure that no personal data is processed unless the user has allowed the Processor of personal data to do so.

GDPR forms part of the data protection regime in the UK and IAM RoadSmart affiliate Groups, such as CWCAM, must be fully compliant.

The GDPR sets out seven key principles:

- Lawfulness, fairness, and transparency.
- Purpose limitation
- Data minimisation
- Accuracy
- Storage limitation
- Integrity and confidentiality (security).
- Accountability

#### Lawfulness, fairness, and transparency

- You must identify valid grounds under the GDPR (known as a 'lawful basis') for collecting and using personal data.
- You must ensure that you do not do anything with the data in breach of any other laws.
- You must use personal data in a way that is fair. This means you must not
  process the data in a way that is unduly detrimental, unexpected, or
  misleading to the individuals concerned.

• You must be clear, open, and honest with people from the start about how you will use their personal data.

#### **Purpose limitation**

- You must be clear about what your purposes for processing are from the start.
- You need to record your purposes as part of your documentation obligations and specify them in your privacy information for individuals.
- You can only use the personal data for a new purpose if either this is compatible with your original purpose, you get consent, or you have a clear basis in law.

#### **Data Minimisation**

You must ensure the personal data you are processing is:

- Adequate I.E. is sufficient to properly fulfil your stated purpose.
- Relevant I.E. it has a rational link to that purpose.
- Limited to what is necessary you do not hold more than you need for that purpose.

#### **Accuracy**

- You should take all reasonable steps to ensure the personal data you hold is not incorrect or misleading as to any matter of fact.
- You may need to keep the personal data updated, although this will depend on what you are using it for.
- If you discover that personal data is incorrect or misleading, you must take reasonable steps to correct or erase it as soon as possible.
- You must carefully consider any challenges to the accuracy of personal data.

#### **Storage limitation**

- You must not keep personal data for longer than you need it.
- You need to think about and be able to justify how long you keep personal data. This will depend on your purposes for holding the data.
- You need a policy setting standard retention periods wherever possible, to comply with documentation requirements.

- You should also periodically review the data you hold, and erase or anonymise it when you no longer need it.
- You must carefully consider any challenges to your retention of data. Individuals have a right to erasure if you no longer need the data.
- Integrity and confidentiality (security).
- You must ensure that you have appropriate security measures in place to protect the personal data you hold.
- This is the 'integrity and confidentiality' principle of the GDPR also known as the security principle.

## **Accountability Principle**

- The Accountability Principle requires you to take responsibility for what you do with personal data and how you comply with the other principles.
- You must have appropriate measures and records in place to be able to demonstrate your compliance.

The main new feature of data protection under the GDPR is an Accountability Principle, meaning that an organisation not only has to comply, but it must be able to demonstrate that it complies.

The main aim of this policy is to enable CWCAM to manage their data effectively and in compliance with Data Protection and other regulations. As an organisation we collect, share, hold, store, and create significant amounts of data and information.

This policy provides a framework of retention and disposal of categories of information and documents, thereby ensuring CWCAM meet our obligations in relation to data management.

The implementation of this Policy demonstrates CWCAM's commitment to the principles of data protection, including the principle that information is only to be retained for as long as necessary for the purpose concerned.

#### **Data Manager**

These guidelines propose the creation of a new role within Groups, of the Group Data Manager.

The Processor (E.G. the Group, in the case of Associates' details) of personal data must assist the Controller (E.G. IAM RoadSmart, in the case of Associates' details) in meeting any obligations imposed by the Information Commissioner's Office, by allowing access to information, and details of activities and systems when required.

The Processor is required to delete or return the data at the end of the contract. The choice of whether the data is returned or deleted is that of the Controller.

The Processor is required to provide the Controller with all necessary information regarding processing activities to demonstrate compliance, including security measures taken, disclosures made, what has been done to the information plus anything else the Controller may need to know to allow the processing to be audited.

If the Processor is required to disclose personal data owing to a legal requirement (such as Freedom of Information) they must notify the Controller in advance, where possible.

The role of Data Manager is a valuable specific role within Groups, and it should be occupied by an Officer/Committee member of the Group.

If this role is not implemented, then responsibility for the overall Group management of GDPR will fall to the Trustees of the Group, as noted on the Charity Commission website for each Group.

#### **Valid Lawful Basis for Retaining Personal Data**

GDPR states that you must have a 'valid lawful basis to process personal data'.

The regulations state six such valid lawful basis and organisations are required to select the one that applies. They are:

- Consent
- Performance of a Contract
- Legitimate interest
- Vital interest
- Legal requirement
- Public interest

IAM RoadSmart state that the valid lawful basis for them and for their affiliated Groups is 'Performance of Contract'.

Consequently, every Associate, Full Member, Honorary Member and Sponsor associated with CWCAM must be issued with a Contract, to establish our lawful basis to process their personal data. I.E. When an Associate passes the Advanced Test, their Associate Contract is replaced by the Full Member's Contract.

The issue of, alteration and tracking of Contract details is recorded on the Record of Proceedings spreadsheet.

#### **Extent of Data Held**

IAM RoadSmart state that the Data to be held comprises:

- Name
- Address
- Male / Female

- Year of Birth
- Post Code
- Membership Number
- Email
- Contact Telephone / Mobile Number

In addition to the above Data, Observers can retain Run Sheets, Assessment Reports and Mock Test Reports for the duration of the period the Associate is under training.

## **Responsibilities of Data Controller and Data Processor**

When IAM RoadSmart shares details of new Associates that have been allocated to the Group for the purpose of delivering Driver or Rider Training, **IAM RoadSmart** is the Data Controller and the **Group** is the Data Processor. Both parties will be required to comply with the GDPR.

If the Group uses the data provided by IAM RoadSmart for any other purpose or if the Group collects and processes its own data, then the Group will become the Controller and will need to ensure it complies with the GDPR.

#### **Responsibilities of a Data Controller**

- The Controller shall implement appropriate technical and organisational measures to ensure and to be able to demonstrate that processing is performed in accordance with this Regulation.
- Implementation of appropriate data protection policies.
- Adherence to approved codes of conduct as referred to in GDPR Article 40 or approved certification mechanisms as referred to in Article 42 may be used as an element by which to demonstrate compliance with the obligations of the Controller.

#### **Responsibilities of a Data Processor**

- Processors may only process personal data in accordance with the instructions of the Controller.
- Implement appropriate technical and organisational measures to ensure processing meets the requirements of the GDPR.
- Ensures that persons authorised to process the personal data have committed themselves to confidentiality.
- The Processor shall not engage another Processor without prior specific or general written authorisation of the Controller.
- Processors are under an obligation to maintain a record of all categories of processing activities. Categories of processing carried out, details of any

- transfers to other countries and a general description of technical and organisational security measures.
- Processors are required to notify IAM RoadSmart of any breach without undue delay after becoming aware of the breach.
- Processors must designate a Data Protection Officer if the data they are processing is one which requires the appointment.
- Processors must comply with the restrictions regarding cross-border data transfers.
- At the request of the Controller, delete or return all the personal data to the Controller after the end of the provision of services relating to processing.
- Make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in this Article and allow for and contribute to audits.

#### **Conditions whereby the Group become the Data Controller**

If a Group uses the personal data provided by IAM RoadSmart for their own purpose other than the delivery of the Advanced Driving or Riding coaching, for example informing members of a Social Function or Ride Out Etc., then the Group must enter a Contract with the individual for this purpose.

### If the Group as Controller use a 'third party' Processor

The following checklist should be used whenever you are using a Data Processor (third party) to process personal data on behalf of the Group (Controller). You will continue to be responsible for the information, and the Processor should only process personal data in accordance with the instructions you have given them as a Controller. Data Controllers are required to use only Data Processors providing sufficient guarantees to implement appropriate Data Protection measures and ensure compliance.

A written contract will need to be in place, the GDPR sets out what needs to be included in the contract. The contract sets out what the Processor is expected to do with the data you provide them, it needs to include:

- The subject matter and duration of processing.
- The nature and purpose of processing.
- They type of personal data and the categories of data subject.
- The obligation and rights of the Controller.

# Contracts must also include, as a minimum, the following terms, requiring the Processor to:

- Only act on the written instructions of the Controller.
- Ensure that people processing the data are subject to a duty of confidence.
- Appropriate measures to ensure the security of processing. You can specify
  what those measures are, and what you impose will depend upon the type
  and sensitivity of the information.
- Only engage sub-processors with the prior consent of the Controller and under a written contract.
- Assist the Controller in providing subject access and allowing data subjects to exercise their rights under the GDPR.
- Assist the Controller in meeting its GDPR obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments.
- Delete or return all personal data to the Controller as requested at the end of the contract.
- Submit to audits and inspections that provide the Controller with whatever information is needed to ensure that they are both meeting their Article 28 obligations and tell the Controller immediately if it is asked to do something infringing the GDPR or other Data Protection Law.

#### Checklist

Agreement is in writing under English Law:

- Names of Processor and Controller details.
- Details of the processing project, its purpose, subject matter, and duration.
- Processor can only act on instructions of Controller.
- Duty of confidentiality for Processor's organisation.
- Processor to implement necessary security measures.
- Only sub-contract with Controller's permission.

- Make arrangements which allow the Controller to respect rights of data subjects.
- Assist the Controller with security and other data protection compliance.
- Assist the Controller with Information Commissioner Requirements.
- Delete or return data at the end of the contract.
- Details of processing activities to be made available to Controller.
- Any legal requirements for disclosure to third party by Processor to be notified.

## **Records of Proceedings**

The General Data Protection Regulation obligates, as per Art. 30 of the GDPR, every Controller and Processor must record their data processing activities.

Records of processing activities must include significant information about data processing, including data categories, the group of data subjects, the purpose of the processing and the data recipients. This must be made available to authorities upon request.

To comply with this requirement, CWCAM has produced a 'Record of Proceedings' spreadsheet, which captures the information required and demonstrates evidence of compliance.



The name of each person associated with CWCAM appears on this document, along with the date on which:

- The relevant Contract was issued.
- They were entered on the relevant Databases.
- The date on which they informed CWCAM of their decision to 'Opt. Out' from any appearances we may place on Facebook or on our Website or from any announcements we may make in relation to events and visits Etc.

#### Removal of personal data:

Deletion from any of the above Databases will be shown in red font and the relevant deletion date will be entered against the appropriate record on the 'Record of Proceedings' spreadsheet.

# **CWCAM Data Handling Policy**

Member's Contract	Once an Associate either becomes a Full Member, or
Associate Member's Contract	fails the course, or does not complete the course, or does not renew membership of IAM RS the original Associate Member's Contract ceases.
Sponsor's Contract	A new Associate or Member's Contract will then need to be issued by the Group and stored securely.
	The Member's Contract and the Sponsor's Contract will be renewed annually on the 1 <sup>st</sup> April, when Membership and Sponsorship fees are collected.
Social Media	Inclusion in this type of activity is covered by the Member's, Associate's, or Sponsor's contract.
	As our Facebook page is available to the public, the identities of Members should be obscured.
	This will require the issue of the relevant Contract to all Group members on an annual basis when membership fees are collected.
Local Observer Training	Details are shared with IAM RoadSmart when applying for IMI Registration and this is covered by the member's Contract. IAM RoadSmart has in place a data sharing agreement with IMI.  During training the Local Observer Assessor (LOA) will need to complete a portfolio of evidence for the Local Observer (LO) qualification to be submitted to IMI and this is covered by the Member's Contract.
National Observer Training	The National Observer process is slightly different as information is stored on the DARTS system, which is shared with IMI and with the Group nominated persons. This is covered by the Member's Contract
Observer relinquishes role	If an Observer ceases in the role, data held should be cleansed and a skeleton record indicating the IMI qualification identifier replacing the training record, any resumption in the future can be accessed by the identifier.  IAM RoadSmart has in place data sharing agreement with IMI. Groups should not retain Training records of non-active Observers.

Lapsed or Deceased Members	The Group cannot hold any data on non-members.  Personal data including run sheets or training sheets must be returned or securely destroyed.
Data Privacy and Retention	Groups must securely protect data and advise members of the need to protect data.
Data Questions	Groups must appoint a Group Data Manager whose tasks include answering questions from members relating to Data.
Data cleansing	On a monthly basis the Secretary and the Associate Coordinator will cleanse the Databases on which members' information is stored to ensure Data held is relevant to their purpose, accurate, and valid.  They are:  DARTS  CWCAM Member, Associate and Sponsor Database  Sendblaster Database
Non-members	CWCAM have no legal basis to save the personal data of non-members who may contact <a href="mailto:info@iamcumbria.org.uk">info@iamcumbria.org.uk</a> and the personal data of non-members will not be saved.

#### **Carlisle and West Cumbria Advanced Motorists Privacy Notice**

#### Who we are

Carlisle and West Cumbria Advanced motorists is an independent registered UK road safety charity, affiliated to IAM RoadSmart, as part of their support for Associate Members preparing for the advanced test. We help to improve driver and rider skills through coaching and education.

#### **Our contact details**

Name: Carlisle and West Cumbria Advanced Motorists

E-mail: <u>info@iamcumbria.org.uk</u>

Website: www.iamcumbria.org.uk

Secretary: George A Cairns 07974 826 970

Date of completion: 14th January 2021

#### The type of personal information we collect

We currently collect and process the following information on our members and sponsors:

- Name
- Postal Address
- Telephone and / or mobile contact number
- IAM RoadSmart Membership Number
- Assessment drive / run report
- Mock Test drive / run report

#### How we get the personal information and why we have it

Most of the personal information we process is provided to us directly by you so that we can contact you:

- To arrange your Advanced Driver / Rider coaching sessions.
- To inform you of visits or events we have organised in which you may want to participate.
- To inform you of upcoming meetings, such as our AGM.

We may also receive personal information indirectly, from IAM RoadSmart.

Pictures, videos and written updates of Carlisle and West Cumbria Advanced Motorists events and activities at which you may be in attendance, or referred to by name, may also be published on social media sites and the Group website.

If you are a Gift Aid Donor, we share with HMRC (Her Majesty's Revenue and Custom) your email address, Post Code, house name / number and the dates on

which you made membership payments to us under the Gift Aid Scheme. Other than that, we do not share your personal data with any other person or organisation.

Under the General Data Protection Regulation (GDPR), the lawful bases we rely on for processing this information are:

- (a) Consent. You can remove your consent at any time by contacting <a href="mailto:info@iamcumbria.org.uk">info@iamcumbria.org.uk</a>
- (b) Contract. We have a contractual obligation.

#### How we store your personal information

Your information is securely stored electronically by:

- The Secretary of Carlisle and West Cumbria Advanced Motorists.
- The Associate Coordinator of Carlisle and West Cumbria Advanced Motorists.
- The Carlisle and West Cumbria Advanced Motorists Observer charged with coaching you to achieve the Advanced Driving / Riding standard.

We keep your personal information whilst you are:

- An Associate Member of IAM RoadSmart and a Member of Carlisle and West Cumbria Advanced Motorists.
- A Full Member of IAM RoadSmart and a Member of Carlisle and West Cumbria Advanced Motorists.
- A Sponsor of Carlisle and West Cumbria Advanced Motorists.
- An Honorary Member of Carlisle and West Cumbria Advanced Motorists

On ceasing to be any of the above, we will dispose your information by deleting it from our computer systems in accordance with the guidance given by the Information Commissioner's Office (ICO) **'Deleting Personal Data'.** (Copy available on request to <a href="mailto:info@iamcumbria.org.uk">info@iamcumbria.org.uk</a>).

## Your data protection rights

Under data protection law, you have rights including the right to:

- Be informed about the collection and use of your personal data.
- Access the information we hold about you.
- Correct or update information we hold about you.
- Have the information we hold about you erased.
- Restrict or suppress your personal information.
- Obtain and reuse your personal data for your own purpose
- Object to the processing of your personal data in certain circumstances

Please note that in some cases, exercising these rights may mean that we are no longer able to provide you with our products and services.

We will not administer requests by a third party unless accompanied by evidence that the third party is entitled to act on your behalf.

Please also note that the above rights are not absolute, and we may be entitled to refuse requests where exceptions apply.

Please contact us at <a href="mailto:info@iamcumbria.org.uk">info@iamcumbria.org.uk</a> if you wish to make a request.

#### How to complain

If you have any concerns about our use of your personal information, you can make a complaint to us at <a href="mailto:info@iamcumbria.org.uk">info@iamcumbria.org.uk</a>.

You can also complain to the ICO if you are unhappy with how we have used your data.

The ICO's address:

Information Commissioner's Office Wycliffe House Water Lane Wilmslow Cheshire SK9 5AF

Helpline number: 0303 123 1113

ICO website: <a href="https://www.ico.org.uk">https://www.ico.org.uk</a>

# **CWCAM Group Data Retention and Destruction Policy**

Record Held (Type of Data)	Reason for Record	Retention Period	Action Following Retention	Action complies with:
Full Group Member  Name  Gender  Date of birth  Address  E-mail  Telephone number  NOK details	Social Contact Official Group Business Payment of Group Funds Member to inform NOK that details are held by CWCAM.	Permanent while the person remains a Group Member  On passing the	If a member leaves the Group, all data held will be destroyed.  Records relating to lapsed members will be destroyed.  Member to be delinked in DARTS  All records held electronically on computers, tablets, and Smart Phones will be deleted.  No paper records are kept.  If the Associate	GDPR Guidelines  IAM Policy  CWCAM Policy  ICO Guidelines: 'Deleting Personal Data'
Name Date of birth Address E-mail Telephone number NOK details Progress record held by Observer End of Month report record held by Chief Observer	Official Group Business Payment of Group Funds Associate to inform NOK that details are held by CWCAM.	On passing the Advanced Test, a new Contract is issued, and Full Member data will be held as detailed above.	does not continue to Full Membership, all Data will be cleansed.  Associate Member to be delinked in DARTS.  All records held electronically on computers, tablets, and Smart Phones will be deleted.  No paper records are kept.	IAM Policy  CWCAM Policy  ICO Guidelines: 'Deleting Personal Data'
Group Meetings and Accounts	Legal requirement	10 years	Destroyed	Charities Act 2011 Companies Act 2006
Observers Training records  Personal details as for Group Members  CPD attendance  Progress record for Associates	To contact Associates  Proof of CPD progression as an Observer	While active in the Observing role	All records held electronically on computers, tablets, and Smart Phones will be deleted.  No paper records are kept.	GDPR Guidelines  IAM Policy  CWCAM Policy  ICO Guidelines: 'Deleting Personal Data'

# Carlisle and West Cumbria Advanced Motorists (CWCAM) Member Contract

Carlisle and West Cumbria Advanced Motorists (CWCAM) is a Charity Registered in England (Registered Number: 1051291) and is affiliated to IAM RoadSmart, the trading name for the Institute of Advanced Motorists (IAM).

One year's membership of CWCAM (your Local IAM RoadSmart Affiliated Group) is included when you purchase an IAM RoadSmart Advanced Driver or Advanced Rider Course. If you have become a member of CWCAM through this route, we welcome you and look forward to coaching you to pass the Advanced Driving or Riding Test.

We also thank you if you have become a new Member of CWCAM by some other means, or if you are renewing your annual membership.

Throughout the duration of your membership with CWCAM, it will be necessary for us to receive or collect certain information about you (such as your name, address, and membership status Etc.) and we will treat this as personal data for the purposes of Data Protection Law.

As part of your membership contract with us, we will occasionally contact you with information on training events, motorcycle ride outs (if applicable), visits organised by the Group, social events as well as sending other information relating to the Group and Road Safety.

Pictures, videos, and written updates of CWCAM events at which you may be in attendance or referred to, may also be published on our Facebook page and / or our Group Website (www.iamcumbria.org.uk).

CWCAM may also share your information with IAM RoadSmart to administer membership activities.

#### Your Right to Withdraw

You have the right to withdraw from receiving or participating in any of the above, by sending the statement shown below to us at <a href="mailto:info@iamcumbria.org.uk">info@iamcumbria.org.uk</a>

	[ do	not \	wish t	o rec	ceive	anno	uncem	ients oi	details	of	moto	orcycle	trair	ning, (	car
trai	ning	j, mo	torcy	cle ri	de ou	uts or	social	events	relating	j to	the	Group	and	road	safety.

 $\ \square$  I do not wish to appear in, or to be referred to in or on any open (public) CWCAM social media account such as Facebook, or Group websites.

Signature:

Name (in capitals):

Date:

IAM RoadSmart Membership Number:

# Carlisle and West Cumbria Advanced Motorists (CWCAM) Sponsor Contract

Carlisle and West Cumbria Advanced Motorists (CWCAM) is a Charity Registered in England (Registered Number: 1051291) and is affiliated to IAM RoadSmart, the trading name for the Institute of Advanced Motorists (IAM). IAM RoadSmart Rules state that the only Group Membership categories permitted are Group Full Member, Group Associate Member, Group Honorary Member, and Group Friend. Those associated with CWCAM, who do not fall into any of the above Member categories cannot be 'Members' of CWCAM.

CWCAM Group Sponsors do not fall into any of the above Membership Categories but through their sponsorship they help us achieve our charitable objective of improving road safety in our area. Group Sponsors are, however, ineligible to participate in any event that involves the use of a *motorised vehicle*. E.G. Driving or Riding Assessments; Group Motorcycle Ride Outs; Driving or Riding Skills Improvement Activities; Driving or Riding Tours; Driving or Riding Demonstrations given by CWCAM Observers Etc. Group Sponsors may, however, attend visits of interest or social functions organised by CWCAM. E.G. The Annual Christmas Dinner; Heart Start Training; visits to Cumbria Police HQ Etc. Throughout the duration of your Sponsorship of CWCAM, it will be necessary for us to receive or collect certain information about

you (such as your name, address, Email address and mobile number) and we will treat this as Personal Data for the purposes of General Data Protection Law (GDPR). Under the General Data Protection Regulation (GDPR), the lawful bases we rely on for processing this information are:

- (b) Consent. You can remove your consent at any time by contacting <a href="mailto:info@iamcumbria.org.uk">info@iamcumbria.org.uk</a>
- (b) Contract. We have a contractual obligation.

CWCAM will occasionally contact you with information on visits of interest or social functions as part of your Sponsor Contract with us. Pictures, videos, and written updates of CWCAM events at which you may be in attendance or referred to, may also be published on our Facebook page and / or our Group Website (<a href="www.iamcumbria.org.uk">www.iamcumbria.org.uk</a>).

#### Your Right to Withdraw

You have the right to withdraw from receiving or participating in any of the above, by sending the statement shown below to us at info@iamcumbria.org.uk

□ I do no	ot wish	to receiv	e annou	ınceme	ents or	details	of mot	orcycle	traini	ng, c	ar
training,	motorc	ycle ride	outs or	social	events	relating	g to the	e Group	and	road	safety

□ I do	not wis	sh to	appear	in, o	r to be	refer	red to	in o	r <mark>on</mark>	any	open	(public)	CWCAM
social	media a	accou	int such	as F	acebo	ok, or	Group	web	osite	s.			

#### Signature:

Name (in capitals):

Date:

# Carlisle and West Cumbria Advanced Motorists (CWCAM) Honorary Member Contract

Carlisle and West Cumbria Advanced Motorists (CWCAM) is a Charity Registered in England (Registered Number: 1051291) and is affiliated to IAM RoadSmart, the trading name for the Institute of Advanced Motorists (IAM).

IAM RoadSmart Rules state that the only Group Membership categories permitted are Group Full Member, Group Associate Member, Group Honorary Member, and Group Friend.

Group Honorary Membership is awarded by the Group in recognition of past Membership and services. The Honorary Member must also be a fully paid-up Member of the IAM RoadSmart. If they become active on the Group Committee or in Observing, the Group subscription must be paid, otherwise Honorary Members are exempt from Group subscription charges.

Honorary Members can participate in Group organised activities and events. E.G. Driving or Riding Assessments; Group Motorcycle Ride Outs; Driving or Riding Skills Improvement Activities; Driving or Riding Tours; Driving or Riding Demonstrations given by CWCAM Observers; the Annual Christmas Dinner; Heart Start Training; visits to Cumbria Police HQ Etc.

Throughout the duration of your Honorary Membership of CWCAM, it will be necessary for us to receive or collect certain information about you (such as your name, address, Email address and mobile number) and we will treat this as Personal Data for the purposes of General Data Protection Law (GDPR). Our 'valid lawful basis' for retaining your personal data is for the performance of this Contract.

CWCAM will occasionally contact you with information on visits of interest or social functions as part of your Contract with us.

Pictures, videos, and written updates of CWCAM events at which you may be in attendance or referred to, may also be published on our Facebook page and / or our Group Website (<a href="www.iamcumbria.org.uk">www.iamcumbria.org.uk</a>).

#### Your Right to Withdraw

You have the right to withdraw from receiving or participating in any of the above, by sending the statement shown below to us at <a href="mailto:info@iamcumbria.org.uk">info@iamcumbria.org.uk</a>

I do not wish to receive announcements or details of motorcycle training, car training, motorcycle ride outs or social events relating to the Group and road safety.

 $\ \square$  I do not wish to appear in, or to be referred to in or on any open (public) CWCAM social media account such as Facebook, or Group websites.

Signature:

Name (in capitals):

Date:

IAM RoadSmart Membership Number:

# Carlisle and West Cumbria Advanced Motorists (CWCAM) Associate Member Contract

Carlisle and West Cumbria Advanced Motorists (CWCAM) is a Charity Registered in England (Registered Number: 1051291) and is affiliated to IAM RoadSmart, the trading name for the Institute of Advanced Motorists (IAM).

IAM RoadSmart Rules state that the only Group Membership categories permitted are Group Full Member, Group Associate Member, Group Honorary Member, and Group Friend.

One year's membership of CWCAM is included when you purchase an IAM RoadSmart Advanced Driver or Advanced Rider Course and on that basis ,we welcome you as an Associate Member of the Group and look forward to coaching you to pass the Advanced Driving or Riding Test.

Throughout the duration of your membership with CWCAM, it will be necessary for us to receive or collect certain information about you (such as your name, address, and membership status Etc.) and we will treat this as personal data for the purposes of Data Protection Law.

As part of your Associate Membership Contract with us, we will occasionally contact you with information on training events, motorcycle ride outs (if applicable), visits organised by the Group, social events as well as sending other information relating to the Group and Road Safety.

Pictures, videos, and written updates of CWCAM events at which you may be in attendance or referred to, may also be published on our Facebook page and / or our Group Website (<a href="https://www.iamcumbria.org.uk">www.iamcumbria.org.uk</a>).

CWCAM may also share your information with IAM RoadSmart to administer membership activities.

You have the right to withdraw from receiving or participating in any of the above, by

sending the statement shown below to us at info@iamcumbria.org.uk

#### **Your Right to Withdraw**

$\ \square$ I do not wish to receive announcements or details of motorcycle training, car training,
motorcycle ride outs or social events relating to the Group and road safety.

 $\square$  I do not wish to appear in, or to be referred to in or on any open (public) CWCAM social media account such as Facebook, or Group websites.

Signature:

Name (in capitals):

Date:

IAM RoadSmart Membership Number:

#### **Observer Responsibility for Data Handling**

Carlisle and West Cumbria Advanced Motorists takes seriously the obligation to protect personal information entrusted to us.

Our Membership Contract establishes a legal basis for Carlisle and West Cumbria Advanced Motorists to handle personal information in accordance with Data Protection Laws and our Privacy Notice.

As stated in our Privacy Notice, we will only collect and share data with others where necessary. This includes arranging delivery of IAM RoadSmart Courses.

As an Observer, you may be entrusted with personal information about Associates:

- Name
- Address
- Email address
- Telephone Number
- NOK details

This information is shared with you for the sole purposes of:

- Informing Associates about CWCAM training events
- Arranging observed rides / drives for Associates
- Providing feedback or answering questions related to CWCAM training
- Preparing an Associate to take their IAM RoadSmart Advanced Test
- De-briefing an Associate following an IAM RoadSmart Advanced Test

With your Associate's permission, you may retain photographic or scanned copies of their Run Sheets whilst you are working together to complete their IAM RoadSmart course.

#### **Data Retention:**

You must destroy all personal information which you shared or collected whilst delivering an Associate's IAM RoadSmart course when:

- The Associate completes their IAM RoadSmart course
- The Associate is permanently re-assigned to a different Observer
- You receive notice from the Chief Observer (Car); Chief Observer (Motorcycle)
   or Committee Member that the Associate has withdrawn their consent

Associates have a right to withdraw their consent for Carlisle and West Cumbria Advanced Motorists to handle and process their personal information at any time.