

Appendix

Guidelines on GDPR

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TENNIS
FOR BRITAIN

Controller/Processor Contracts

This briefing note provides broad template language for County Associations to consider putting in place alongside any agreement or arrangements which involve a third party processing personal data on behalf of the County Association. This will help to meet the "controller/processor" requirements under GDPR which require "controller" organisations to impose various contractual obligations on sub-contracted "processors".

County Associations should also undertake practical due diligence on any such supplier and its data security arrangements. County Associations may find that larger suppliers may seek to impose their own controller/processor language on a County Association.

This note and drafting is intended to provide general guidance on GDPR requirements but County Associations must rely on their own review of this document and take legal advice on it if required. Revised controller/processor terms should be in place before 25 May 2018.

- A. This Data Processing Agreement relates to the processing of personal data carried out by **INSERT SUPPLIER NAME AND DETAILS** (the "Supplier") to **INSERT COUNTY ASSOCIATION AND DETAILS** (the "County Association") under any agreement or arrangements between them.

Background

In this Data Processing Agreement, "**Data Protection Law**" means the Data Protection Act 1998, the Privacy and Electronic Communications Regulations 2003, and all other applicable laws, each as may be amended or superseded from time to time (including the General Data Protection Regulation, which shall supersede the Data Protection Act with effect from 25 May 2018).

In the course of the Supplier providing its services to the County Association under any agreement or arrangements between them, the Supplier may have access to, or be required to, process personal data on the County Association's behalf. Further details of that processing may be set out in any relevant agreement or other documentation.

The parties acknowledge that for the purposes of Data Protection Law, the County Association is the controller/data controller and is required to meet its statutory obligations in relation to the processing of personal data (as defined in the Data Protection Law), irrespective of whether the processing is undertaken directly by the County Association or by a data processor acting on behalf of the County Association. For the purposes of Data Protection Law, the Supplier is a processor/data processor.

Section (B) below sets out the Supplier's obligations in relation to such personal data processing ("**Processor Obligations**"). In return for the sum of one pound (£1) (receipt and adequacy of which the Supplier hereby acknowledges), the Supplier has agreed to comply with the Processor Obligations, which constitute a binding data processor contract between the County Association and the Supplier.

In the event of any conflict or inconsistency between this Data Processing Agreement and any other agreement or arrangements, the terms of this Data Processing Agreement shall prevail. It shall be governed by English law.

B. Processor Obligations

1. If the Supplier processes any personal data (as defined in Data Protection Law) on the County Association's behalf, the Supplier shall:
 - (a) only carry out processing of any such personal data on the County Association's documented instructions from time to time and in compliance with the provisions of Data Protection Law, and only then to the extent necessary for and in connection with the provision of the Services, and for no other purpose whatsoever;
 - (b) not engage any third party to carry out processing in connection with the Services on behalf of the County Association without the County Association's prior written consent, and only then on terms which replicate this Data Processing Agreement. The Supplier shall remain liable to the County Association for any acts or omissions of its sub-processors.

- (c) take and/or implement all appropriate technical and organisational measures against unauthorised or unlawful processing of such personal data, and against accidental loss, alteration or destruction of, or damage to, such personal data, and ensure the security of such data at all times (and the Supplier shall promptly inform the County Association if any personal data are lost, altered or destroyed or becomes damaged, corrupted or unusable and shall take such steps as the County Association may reasonably require to restore the personal data to its original condition);
 - (d) not modify, amend or alter the contents of such personal data other than as strictly necessary for the purposes of providing the Services;
 - (e) not disclose or permit the disclosure of any such personal data to any third party (including a data subject) unless specifically authorised in writing by the County Association;
 - (f) only transfer such personal data to countries outside the European Economic Area that ensure an adequate level of protection for the personal data and the rights of the data subject and in any event only with the express prior written authorisation of the County Association which may be granted subject to such conditions as the County Association deems necessary;
 - (g) on termination of this Data Processing Agreement or any earlier termination of the Supplier's obligation to process personal data, and as otherwise directed by the County Association, the Supplier shall either, as elected by the County Association:
 - i. destroy the personal data and all copies thereof; or
 - ii. transfer the personal data to the County Association or such other third party as the County Association may direct; or
 - iii. archive the personal data subject to agreement on terms of archiving including costs.
2. If the Supplier receives any complaint, notice or communication which relates directly or indirectly to the processing of personal data or to compliance by it or the County Association with Data Protection Law (including requests from data subjects for the exercising of their statutory rights), it shall promptly notify the County Association and shall provide the County Association with full co-operation and assistance in relation to any such complaint, notice or communication.
 3. The Supplier shall provide all reasonable assistance to the County Association, having regard to the nature of processing and the information available to the Supplier, in order to assist the County Association to comply with its obligations under Data Protection Law.
 4. The Supplier shall keep and provide to the County Association on request a record of the Supplier's use of the personal data and processing activities and shall make available to the County Association all information necessary (and allow for and contribute to audits or inspections) to demonstrate compliance with the Supplier's data processing obligations set out in this Data Processing Agreement, and that it is competent to process personal data in accordance with Data Protection Law.
 5. The Supplier shall take reasonable steps to ensure the reliability of all its employees or other representatives who have access to the personal data and shall ensure that all such persons:
 - (a) are informed of the confidential nature of the personal data before they gain access to it;
 - (b) have committed themselves to confidentiality obligations or are under an appropriate statutory obligation of confidentiality; and
 - (c) have undertaken training in the requirements of Data Protection Law.
 6. The Supplier agrees to indemnify (and keep indemnified) the County Association against all costs, expenses and liabilities arising from the Supplier's breach of its obligations under this Data Processing Agreement.
 7. This Data Processing Agreement shall continue in force for so long as the Supplier processes any personal data on behalf of the County Association.

SIGNED for and on behalf of the Supplier

Signed:
Name:
Title:
Dated:

SIGNED for and on behalf of the County Association

Signed:
Name:
Title:
Dated:

Internal Privacy Policy for Employees, Volunteers and Officers

Attached is template privacy policy wording for County Associations to use as a basis for drafting their own internal privacy policy for employees, volunteers and officers. This note is intended to provide general guidance on GDPR requirements but County Associations must rely on their own review of this document and take legal advice on it if required. The privacy policy should be provided to relevant individuals before 25 May 2018.

For the purposes of the General Data Protection Regulation ("GDPR") and UK data protection laws, the Controller is **INSERT NAME OF COUNTY ASSOCIATION** (the "County Association") of **INSERT ADDRESS OF COUNTY ASSOCIATION**.

About this document

This privacy policy explains how we collect, use and share your personal data, and your rights in relation to the personal data we hold. This privacy policy concerns our processing of personal data of employees, volunteers and officers.

How we collect your information

We may collect your personal data in a number of ways, for example:

- from the information you provide to us when you interact with us by making an application for a job or a volunteer or other position, for example when you come for an interview or when you submit a formal application to work for us and provide your personal data in application forms and covering letters, etc.;
- from third parties, for example your previous or current employers in relation to your application to work or volunteer for us;
- during the course of your employment or engagement as a volunteer or officer with us, for example when you provide your contact details to our HR staff, when you or another member of staff completes paperwork regarding your performance appraisals, and as may be generated in connection with your employment or other relationship with us more generally.

The types of information we collect

We may collect the following types of personal data about you (and your family members and 'next of kin', where relevant):

1. Contact and communications information, including:
 - your contact details (including email address(es), telephone numbers and postal address(es));
 - contact details (through various means, as above) for your family members and 'next of kin';
 - records of communications and interactions we have had with you.
2. Biographical, educational and social information, including:
 - your name, title, gender, nationality and date of birth;
 - your image and likeness, including as captured in photographs taken for business purposes;
 - details of your education and references from your institutions of study.
3. Financial information, including:
 - your bank account number(s), name(s) and sort code(s) (used for paying your salary and processing other payments);
 - your tax status (including residence status);
 - Gift Aid declaration information, where relevant.
4. Work-related information, including:
 - details of your work history and references from your previous employer(s);
 - your personal data captured in the work product(s) you create while employed by or otherwise engaged to work for us;
 - details of your professional activities and interests;

- your involvement with/membership of industry bodies and professional associations;
- information about your professional life after leaving us, where relevant (for example, where you have asked us to keep in touch with you).

5. Any other information relevant to your employment or other engagement to work for us.

We may also collect special categories of data, (and criminal convictions and offences data) including:

- information revealing your racial or ethnic origin (for example, recording a member of staff's racial or ethnic origin in order to monitor our compliance with equal opportunities legislation);
- information concerning your health and medical conditions (for example, where required to monitor and record sickness absences, take decisions as to an individual's fitness for work, for dietary needs, or to make reasonable adjustments to your working conditions or environment);
- information concerning other characteristics such as sexual orientation (for example, in the course of investigating complaints made by you or others, for example concerning discrimination); and
- information about certain criminal convictions (for example, where this is necessary for due diligence purposes, or compliance with employment law),

where this is necessary for your employment or other engagement to work for or volunteer with us.

How we use your information [PLEASE REVIEW THIS SECTION CAREFULLY AND AMEND, WHERE RELEVANT, TO SUIT YOUR COUNTY ASSOCIATION'S CIRCUMSTANCES]

The purposes for which we may use personal data (including special categories of personal data and criminal convictions and offences data, where applicable) we collect in connection with your employment or other engagement with us include:

- administering job, volunteer or officer applications and, where relevant, offering you a job or other positions with us;
- carrying out due diligence checks on you during the application process for a role, including by checking references in relation to your education and your employment history;
- once you are employed or engaged by us in any capacity, for the performance of the contract of employment (or equivalent agreement) between you and us;
- to pay you and to administer benefits (including pensions) in connection with your employment or other engagement with us;
- for tax purposes, including transferring it to HM Revenue and Customs to ensure that you have paid appropriate amounts of tax, and in respect of any Gift Aid claims, where relevant;
- contacting you or your family members and 'next of kin' for business continuity purposes, to confirm your absence from work, etc.;
- monitoring your performance in your work, including in performance appraisals;
- monitoring and recording telephone calls, emails and internet use in accordance with our IT policies and for compliance with our legal obligations;
- for security purposes, including by operating security cameras in various locations at our premises;
- for preventing and detecting crime, and to investigate complaints and grievances;
- dealing with legal claims and requests, including those made under data protection law, or requests for disclosure by competent authorities;
- for other HR-related administrative purposes, for example to update you about changes to your terms and conditions of employment or engagement;
- external and internal audit and record-keeping purposes;
- sharing your personal data with the LTA, other county associations and tennis venues for reasonable purposes in connection with the operation of the County Association.

The basis for processing your information

We may process your personal data for the above purposes because:

- it is necessary for the performance of a contract with you (your employment contract or equivalent) or in order to take steps at your request prior to entering into such a contract;
- it is necessary for our or a third party's legitimate interests. Our "legitimate interests" include our reasonable interests in the operation of the County Association, in accordance with all relevant legal requirements;
- it is necessary to protect your or another person's vital interests (in certain limited circumstances, for example where you have a life-threatening accident or illness in the workplace and we have to process your personal data in order to ensure you receive appropriate medical attention);
- it is necessary for the establishment, exercise or defence of legal claims (for example, to protect and defend our rights or property);
- we have your specific or, where necessary, explicit consent to do so (in certain limited circumstances, for example where you provide details of your racial or ethnic origin so that we can monitor our compliance with equal opportunities legislation);
- for compliance with our legal obligations (e.g. to exercise or perform any right or obligation conferred or imposed by law in connection with employment or for the prevention and detection of crime, and in order to assist with investigations (including criminal investigations) carried out by the police and other competent authorities).

Sharing your information with others

We may share your personal data with certain third parties for the purposes set out in this privacy policy. We may share some personal data with third parties including:

- other employees, volunteers, agents and contractors where there is a legitimate reason for their receiving the information, including third parties where we have engaged them to process data on our behalf as part of administering payroll services, the provision of benefits including pensions, etc.;
- internal and external auditors and legal advisers;
- when we are legally required to do so (by a court, government body, law enforcement agency or other authority of competent jurisdiction), for example by HM Revenue and Customs;
- to a third party acquirer or investor where there is a reorganisation or sale of all or part of our business (or during negotiations for such a sale or reorganisation). In such a case we will take appropriate measures to ensure the security of your personal data;
- to the LTA, other county associations and tennis venues.

How long your information is kept

We keep your personal data only for as long as necessary for each purpose we use it. For most employee, volunteer and officer data this means we keep it for as long as you have an active employment, volunteer or officer relationship with us and for a reasonable period thereafter for accounting, tax reporting, record-keeping and legal reasons.

Your rights

Under certain circumstances, by law you have the right to:

- Request access to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.
- Request correction of the personal data that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected.

- Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have exercised your right to object to processing (see below).
- Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground. You also have the right to object where we are processing your personal data for direct marketing purposes.
- Request the restriction of processing of your personal data. This enables you to ask us to suspend the processing of personal data about you, for example if you want us to establish its accuracy or the reason for processing it. You can also withdraw your consent, where this is the basis for our processing your information (without affecting the lawfulness of our previous processing based on consent).
- Request the transfer of your personal data to another party.

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

If you have given your consent and you wish to withdraw it, please contact [●], using the contact details set out below.

Contact and complaints

If you have any queries about this privacy policy or how we process your personal data, or if you wish to exercise any of your rights, you may contact [●]:

- by email: [●];
- by telephone: [●];
- or by post: [●].

If you are not satisfied with how we are processing your personal data, you can make a complaint to the Information Commissioner.

You can find out more about your rights under applicable data protection legislation from the Information Commissioner's Office website available at www.ico.org.uk.

External Privacy Policy

Attached is template privacy policy wording for County Associations to use as a basis for drafting their own external privacy policy. This note is intended to provide general guidance on GDPR requirements but County Associations must rely on their own review of this document and take legal advice on it if required.

The privacy policy should be provided to external individuals who currently interact with the County Association before 25 May 2018. This should also be made available on the County Association's website, for example by clear link from the home page.

For the purposes of the General Data Protection Regulation ("GDPR") and UK data protection laws, the controller is **INSERT NAME OF COUNTY ASSOCIATION** (the "County Association") of **INSERT ADDRESS OF COUNTY ASSOCIATION**.

About this document

This privacy policy sets out the way we process your personal data and we've created this privacy policy to make sure you are aware of how we use your data.

How we collect your information

We may collect your personal data in a few limited ways, namely:

- Directly from you, when you make enquiries on our website, or when you interact with us in various other ways (for example, where you enter a competition, tournament or league organised by us, sign up for a course or lessons, apply for funding or support from us, attend a forum or workshop, sign up for our newsletter, provide support to us in a financial or in kind capacity or become a patron or associate member as an individual or on behalf of an organization or where you are invited to attend a county event as a spectator or parent);
- From the LTA (for example, where the LTA passes on your details to us in connection with a complaint or query you have raised about a tennis venue or the County Association).

The types of information we collect

We may collect the following types of personal data about you:

- Contact and communications information, including your contact details (including email address(es), telephone numbers and postal address(es) and records of communications and interactions we have had with you);
- Financial information, including Direct Debit details;
- Certain other information which you volunteer when making use of our services (for example, when entering a competition or tournament).

We may also collect data about your health or medical conditions, where you have volunteered this, for example so that we can cater for you when you attend a competition, tournament or a course.

How we use personal data

Personal data provided to us will be used for the purposes set out at the time of collection and, where relevant, in accordance with any preferences you express.

More generally, we will use your personal data for the following purposes:

- Administration of competitions and tournaments, including:
 - informing you of details of a competition, league or tournament e.g. start date, location, match times;
 - taking payment of tournament fees;
- Fulfilment of orders for goods and services, including court bookings;
- Administration of the Wimbledon ballot;

where this is necessary for the performance of a contract with you;

- Research and statistical analysis about who is playing tennis in our county;
- Communication about our activities that we think may be of interest to you;

where this is necessary for our legitimate interests (for example in increasing participation in the game generally);

- Promoting our County Association and promoting goods and services of third parties (for example, equipment suppliers, operators of coaching courses, and organisers of tennis events) where we think this will be of interest to you;

where this is necessary for our legitimate interests (or the legitimate interests of a third party), and/or where we have your consent, as applicable.

Your marketing preferences

We will always respect your wishes in respect of what type of communications you want to receive from us and how you want to receive them. There are some communications, however, that we need to send you regardless of your marketing preferences in order for us to fulfil our contractual obligations to you. Examples of these essential service communications are:

- Records of transactions, such as payment receipts or Direct Debit confirmations (as applicable).
- Communications related to any competition, league or tournament that you have entered, including communications letting you know details of the relevant event and any changes you need to be aware of.

You are in control of how we communicate with you. You can update your choices and/or your contact details by contacting us at:

Telephone: **INSERT DETAILS**

Email: **INSERT DETAILS**

Post: **INSERT DETAILS**

Sharing your information with others

We do not sell or share your personal data for other organisations to use other than as set out below.

Personal data collected and processed by us may be shared with the following third parties, where necessary:

- Our employees and volunteers, for the purposes of administering any goods or services that you have requested from us (e.g. administration of competitions, leagues and tournaments).
- Our contractors and suppliers, including coaches and **[list third parties]**.
- **[list other recipients of personal data]**.

How long your information is kept

We keep your personal data only for as long as necessary for each purpose we use it. For most data, this means we retain it for a period of six years after your last interaction with us (for accounting, tax reporting and record-keeping purposes).

Your rights

Under certain circumstances, by law you have the right to:

- Request access to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.
- Request correction of the personal data that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected.

- Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have exercised your right to object to processing (see below).
- Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground. You also have the right to object where we are processing your personal data for direct marketing purposes.
- Request the restriction of processing of your personal data. This enables you to ask us to suspend the processing of personal data about you, for example if you want us to establish its accuracy or the reason for processing it. You can also withdraw your consent, where this is the basis for our processing your data (without affecting the lawfulness of our previous processing based on consent).
- Request the transfer of your personal data to another party.

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

Contact and complaints

If you have any queries about this privacy policy or how we process your personal data, or if you wish to exercise any of your legal rights, you may contact [●]:

- by email: [●];
- by telephone: [●];
- or by post: [●].

If you are not satisfied with how we are processing your personal data, you can make a complaint to the Information Commissioner. You can find out more about your rights under applicable data protection laws from the Information Commissioner's Office website: www.ico.org.uk.

Frequently Asked Questions

This briefing note provides some answers to frequently asked questions arising as County Associations prepare for the coming into force of GDPR. It is intended for initial and general guidance only and County Associations must rely on their own review of this area and seek legal advice where required.

What is GDPR?

The General Data Protection Regulation is a new, European-wide law that replaces the Data Protection Act 1998 in the UK. The main principles of data protection law will remain unchanged however GDPR places greater obligations on how organisations handle personal data. It comes into effect on 25 May 2018 and is regulated in the UK by the Information Commissioner's Office (ICO).

What information does GDPR apply to?

The GDPR applies to "personal data", which means any information relating to an identifiable living person.

Does GDPR apply to County Associations?

It is very likely that GDPR will apply to County Associations. It applies to any company, charity or other organisation which "processes" any personal data. "Processing" includes the collection, holding, use, sharing and even deletion of personal data. If a County Association carries out any of the above it will be a "controller" under GDPR (unless you are doing this on behalf of someone else). Examples of personal data a County Association is likely to process include staff, volunteer, officer data and data relating to other individuals it has interacted with e.g. when an individual enters a competition run by a County Association.

GDPR will apply to a County Association whether or not the County Association needs to register/pay a fee to the ICO (see registration section below).

Each controller is responsible for their own processing of personal data. Non-employed coaches may be separate controllers under GDPR.

What are the main requirements of GDPR?

A County Association must comply with the Data Protection Principles, a set of rules for the handling of personal data.

The Data Protection Principles require that personal data is:

- processed *lawfully, fairly and transparently*;
- *adequate, relevant and no more than is necessary*;
- *accurate and kept up-to-date*; and
- *processed securely*.

What does lawful processing mean?

"Lawful processing" means that a County Association must have a "lawful basis" for processing. There are six lawful bases for processing personal data: consent, necessary for the performance of a contract, legal obligation, vital interest, public task and legitimate interest. To determine which lawful basis is most appropriate a County Association must consider the type of personal data and how it is being processed.

The most well-known lawful basis is obtaining the consent of the individual. Consent must be very clear and freely given and individuals must be able to withdraw consent at any time.

County Associations, like other organisations and businesses, do not necessarily need consent to process personal data relating to staff, volunteers or other individuals whose data they hold. The alternative grounds for holding and using personal data are often more appropriate and more flexible – provided the County Association's use of the data is sensible and reasonable and individuals have been made aware of it via the County Association's privacy policy (more on this below). County Associations should not always seek to rely on consent as sometimes consent is not appropriate, particularly as it can be withdrawn at any time. County Associations may wish to look at the alternatives: further ICO guidance can be found here: <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/lawful-basis-for-processing/>.

The LTA has prepared example consent wording below that County Associations may wish to consider using as a starting point.

What are the alternatives?

There are two main alternatives to getting consent that may be useful where the County Association reasonably needs to use personal information:

1. the processing is necessary for the performance of a contract (e.g. an employment contract) with the individual; and
2. the processing is necessary for the legitimate interests of the County Association or a third party. When relying on legitimate interests a County Association will need to ensure that they balance their interests against those of the individual. The processing must be necessary for the County Association's reasonable activities and have a minimal impact on the privacy of the individual. The County Association should keep a record of the process it has followed. "Legitimate interests" should cover most reasonable, day-to-day processing of personal data which falls outside the "necessary for performance of a contract" basis – for example retaining a reasonable amount of information about an individual after s/he has ceased to be an employee; or perhaps sharing officer information with another County Association for good reasons.

County Associations should note that "legitimate interests" and "necessary for the performance of a contract" cannot be relied on in some cases: for example (1) processing of "special category data" (such as health data) and criminal conviction data; and (2) the use of personal email addresses for direct marketing. Personal data in these categories is more closely protected. In these cases the County Association may need consent, or to find an alternative lawful basis.

For example, a County Association may be able to rely on "legitimate interests" for administration of a competition (instead of needing consent) however any email direct marketing from the County Association to the individual will require the individual's consent to this type of communication. An individual can withdraw consent (and the County Association would have to stop sending marketing emails), but s/he cannot stop the County Association relying on "legitimate interests" without a good reason so the County Association will continue to be able to chase an individual for unpaid tournament fees or provide them with tournament details, for example. See below for more comments on direct marketing.

Other examples where consent may be appropriate are as follows:

- sharing data with third parties where this is not strictly necessary (perhaps with a sponsor) – there is a good case that this should be subject to consent, and be genuinely optional for the individual concerned; and
- publishing home contact data of captains on websites; or publishing images of individuals (particularly children) on websites or in brochures.

"Legitimate interests" and "necessary for the performance of a contract" with the individual may allow a County Association to process an individual's personal data for the bulk of its purposes, provided the County Association is transparent about this in a privacy policy provided to individuals. The County Association can then seek consent for other activities such as email direct marketing, sharing of contact details with third parties, posting of images on websites etc. which are genuinely optional.

The LTA has produced sample wording below which a County Association can use on, for example, a player registration form to summarise what it does with personal data, signpost the individual to the County Association's privacy policy for more detail and seek consent where required. We suggest considering some form of wording, on any data collection form, explaining how that data may be used and signposting the fuller privacy policy.

Thank you for completing this registration form. Your personal data will be processed by the County Association for the purposes of administering [courses/leagues/competitions or tournaments etc.] and to facilitate your participation in [courses/leagues/competitions or tournaments etc.]. Further details are available in our privacy policy which can be found [HERE](#).

We would also like to send you by email details of special offers, other courses, leagues, competitions and tournaments, and ticket opportunities. Please tick here if you would like to receive such emails. INSERT TICK BOX.

You may wish to use individuals' data for other optional uses as set out above and may need to obtain consent to do this. If you wish to do so then you will need to tailor the wording accordingly.

What about direct marketing?

As mentioned above, a County Association may need consent to send direct marketing by email. This is because direct marketing is regulated not just by GDPR but also by the Privacy and Electronic Communications Regulations (PECR). These say that an organisation sending direct marketing by email to personal email addresses (e.g. @gmail.com) must have the consent of the individual, or alternatively meet a complicated test called "soft opt-in". However, due to its complications, County Associations may not wish to rely on it and therefore we have not set out the requirements needed to fulfil it here.

PECR only applies to email and SMS direct marketing (and, in a different way, to phone direct marketing). You are likely to be freer to send direct marketing to an individual who you have previously interacted with by post, relying on your "legitimate interests" again. But you should include an opt-out opportunity in every mailing and you should not continue such marketing indefinitely.

What does fair and transparent processing mean? What is a privacy policy?

GDPR requires the County Association to be very open and clear with individuals about the "processing" which it undertakes (regardless of the lawful basis for processing the data). The County Association will need an updated privacy policy which sets out how the County Association processes personal data. The County Association will need to provide the privacy policy to all relevant individuals – if possible before 25 May 2018. The LTA has prepared a template privacy policy for a County Association's internal purposes (staff, volunteers etc.) and one external-facing privacy policy that County Associations can use as a starting point to set out what personal data it collects, what it uses it for, what "legal basis" it is relying on, how long it will keep it for and what individuals' rights are. Preparing and making these policies available is an important part of GDPR compliance.

When should updated privacy policies be used and sent to staff, volunteers and officers or other relevant individuals?

A County Association's updated privacy policy must be made easily available to each relevant individual e.g. via a prominent link when any individuals sign up for a course, league, competition or tournament and sent to existing staff, volunteers and County Association officers before or around 25 May 2018.

How do GDPR rules differ for children?

The ICO is clear that children are entitled to particular protection under GDPR, because they may be less aware of the risks involved. So the same rules apply, but County Associations should make sure they are very clear when communicating how children's data will be used and, in particular, in any language used to collect consent. The law remains unclear as to the age at which a child should be treated as an independent person for data protection purposes: this should probably be treated as 12 or 13, but having regard to the particular child and his or her understanding of the situation. Up to that age, personal data should be collected from the parents and consent obtained from them. The ICO offers specific guidance on this: see <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/applications/children/>.

What records should County Associations keep?

GDPR emphasises the need for Controller organisations (here County Associations) to be able to demonstrate that they have complied with data protection law. This means County Associations should keep records of privacy policy text in place from time to time (even after it may have been changed) and have evidence of consents having been obtained (and when) where the Club has relied on consent. GDPR also requires Controllers to document their thinking about, for example, whether legitimate interests applies and to be able to evidence that they have thought about the privacy implications for individuals of particular uses of their personal data.

How long can County Associations keep personal data for?

A County Association must only keep personal data for as long as is necessary for the County Association's reasonable purposes. There is some flexibility around how long it can be kept. For example, County

Associations can retain employee data for a period after employment has terminated so that it has relevant documentation if that employee makes a legal claim against the County Association.

What does GDPR say about data security? What about data security breaches?

A County Association must ensure that it takes measures to secure the personal data that it processes. This includes protection against unauthorised or unlawful processing and against accidental loss, destruction or damage. County Associations can find more guidance in the security section of the ICO's Guide to GDPR here: <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/security/>

Another particular aspect of GDPR is that certain types of data security breach must be reported to the ICO within 72 hours of the County Association becoming aware of it. This may include any hacking of data; any inadvertent loss or mis-publication of data on a website and even any serious interruption to data services. You are required to notify the ICO of data security breaches where it is likely that such breach will affect individuals' rights and freedoms. In addition, where the breach is likely to present a "high risk" to any particular individual (for example if his/her financial or special category data has been compromised), that individual must be informed as well. These rules underline the need to appoint a suitable individual as a data protection manager (discussed in more detail below). The ICO's breach notification guidance is here: <https://ico.org.uk/for-organisations/report-a-breach>.

What rights do individuals have under GDPR?

Individuals have the right under GDPR to know what a County Association is doing with their personal data. In addition they have the following specific rights:

- Right to request access to their personal data (commonly known as a "data subject access request"). They have the right to receive a copy of the personal data that the County Association holds on them.
- Right to request correction of their personal data. A County Association may need to correct any incomplete or inaccurate information that it holds.
- Right to request erasure of their personal data. An individual can ask a County Association to delete or remove personal data where there is no good reason for it continuing to process it.
- Right to object to processing of their personal data in certain circumstances.
- Right to request the restriction of processing of their personal data in certain circumstances.
- Right to request the transfer of their personal data to another party.

The most significant is the right of subject access: an individual can require a County Association to provide all personal data held by the County Association on him/her, within a month, and without charge. There is no particular form which has to be followed and relevant staff should be trained to recognise them and get them to the County Association's data protection manager quickly so that there is plenty of time to assess them and deal with them. There are some limited exemptions but the County Association may need to ask officers and staff to check and disclose material from private email accounts.

Will we continue to have access to Courtside?

We will provide information on access to Courtside shortly.

Do we need to appoint a Data Protection Officer (DPO) at the County Association?

This is unlikely to apply to most County Associations given the amount and type of personal data that they will be processing however County Associations should ensure that they have considered this. County Associations can find more guidance in the DPO section of the ICO's Guide to GDPR here: <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/accountability-and-governance/data-protection-officers/>.

Does a County Association need to register with the ICO?

If a County Association is registered under current law, it is likely it will continue to need to register and pay a fee under the new rules. If a County Association is not currently registered, it should consider the ICO's guidance on registration to assist in determining if the County Association needs to register (there is an exemption for not-for-profit organisations only carrying out very limited data processing) which can be found here: <https://ico.org.uk/about-the-ico/news-and-events/news-and-blogs/2018/02/new-model-announced-for-funding-the-data-protection-work-of-the-information-commissioner-s-office/>.

What else does a County Association need to do?

County Associations should:

- allocate responsibility for data protection to an individual (and relatively senior) member of staff, as “data protection manager”: avoid the term “data protection officer” (using the term may result in the County Association being caught by the requirements around DPOs). For larger County Associations it may make sense to put in place a small group of senior staff members whose teams are particularly affected (e.g. IT, HR);
- send that individual on some training;
 - ensure that person has a good idea of the data processing undertaken by the County Association, and has carried out some kind of audit before 25 May 2018 so that the County Association has assessed what issues might need dealing with;
 - ensure that the County Association, and the person responsible for data protection specifically, is ready to deal with any data security breach or any exercise by an individual of his/her rights; and
 - ask this person to keep good records of privacy policy wording used consents (where applicable) and any other relevant information related to processing of personal data.

What will happen if the County Association does not comply with GDPR?

Failure to comply with GDPR may attract enforcement action from the ICO. In serious cases the ICO may issue fines. The ICO also provides guidance to controller organisations like the County Association. It recognises that this is a complicated area of law and has stressed that its priority is helping smaller businesses to meet the law rather than penalise them for breaching it.

ICO Guidance

The ICO recognises that data protection compliance is a significant burden for smaller organisations. What the ICO wants to see is that smaller organisations are taking data protection seriously and making efforts to understand the personal data they hold and process. It has set up a Small Organisations section on its website and this provides a portal into various resources all of which are intended to explain both the existing and the new data protection rules. The section can be found here: <https://ico.org.uk/for-organisations/business/>.

It has also set up a dedicated advice line for small organisations. More details can be found here: <https://ico.org.uk/global/contact-us/advice-service-for-small-organisations/>.

What happens if the County Association engages someone else to carry out data processing on its behalf?

If the County Association wants a third party to process the personal data that a County Association holds on its behalf it must make itself comfortable that the third party has sufficient data security arrangements in place and have a written contract in place with this third party to ensure that the third party acts only on the instructions of the County Association. Anyone other than an employee of the County Association will be a third party. An example would be if a County Association engages a third party to carry out its payroll administration.

The LTA has produced a template data processing agreement that County Associations can enter in to with third party service providers

Data Sharing Agreement Template

This Agreement is dated 31 January 2019

PARTIES

- (1) **LAWN TENNIS ASSOCIATION LIMITED**, registered company number 07459469 (the "**LTA**"); and
- (2) **COUNTY ASSOCIATION** an unincorporated association having its principal offices at: County Association address (the "**County**")

(each a "**Party**" and collectively the "**Parties**").

BACKGROUND

- (A) The LTA is the national governing body for tennis in Great Britain, and as such processes the personal data of British Tennis Members ("**BTMs**"), players, coaches, officials, volunteers, ticket buyers and other customers, users of the LTA's website and others, including staff, for the LTA's various purposes.
- (B) The County works with the LTA to administer and govern tennis in Lincolnshire.
- (C) The LTA and the County may share personal data for the purposes of administering British Tennis Membership, organising competitions and major events, delivering performance programmes and keeping records of player rankings and ratings, carrying out criminal records checks, carrying out coach and official accreditation qualifications and training, overseeing volunteering in tennis, marketing products and services and for all other purposes relating to the governance of tennis, including the employment of staff for those purposes.
- (D) This Agreement has been produced to regularise the sharing of personal data by the Parties as required by the GDPR (defined below), which took effect on 25 May 2018 and sets out the terms, requirements and conditions on which the Parties will share personal data for the Purposes (defined below)

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

- (a) "**Commencement Date**" means 1 January 2019.
- (b) "[**Data**] controller", "[**data**] processor", "**data subject**", "**personal data**", "**processing**" and "**appropriate technical and organisational measures**" shall have the meanings as set out in the Data Protection Legislation.
- (c) "**Data Protection Legislation**" means all applicable privacy and data protection laws including the GDPR and any applicable national implementing laws, regulations and secondary legislation in the UK relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426).
- (d) "**GDPR**" means the General Data Protection Regulation ((EU) 2016/679).
- (e) "**Permitted Recipients**" means the Parties and their employees, agents or volunteers whose access to the Shared Personal Data is necessary for the performance of those individuals' authorised duties and who are subject to appropriate duties of confidentiality.
- (f) "**Purposes**" means those purposes detailed in Schedule 1.

- (g) **“Regulatory Communication”** means a communication from the UK Information Commissioner (or any other competent data protection regulator) relating to any actual or alleged non-compliance with Data Protection Legislation by a Party with respect to the Shared Personal Data.
- (h) **“Security Incident”** means a personal data breach, whereby Shared Personal Data is lost, stolen or otherwise compromised, with or without fault on the part of the Party who had possession of it.
- (i) **“Shared Personal Data”** means the personal data shared between the Parties under this Agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:
- (i) For BTMs: BTM numbers, names, addresses, email addresses, telephone numbers, dates when their British Tennis Membership starts and ends, rankings and ratings, Wimbledon ballot entry / ticket information for major events, competitions entered, NUS number / student details (if applicable), and responses to surveys (plus parents’ or guardians’ names and contact details, if applicable);
 - (ii) For players: names, addresses, email addresses, telephone numbers, performance match-play and training-related data, rankings and ratings, dietary requirements and other information relevant for training or competition arrangements, medical records and injury information, anti-doping disciplinary and safeguarding information, and biographical and professional details (plus parents’ or guardians’ names and contact details, if applicable);
 - (iii) For coaches and officials: names, addresses, email addresses, telephone numbers, details of accreditations qualifications and training, availability selection and travel information, evaluations and assessments of players and matches, Disclosure and Barring Service (“DBS”) information (criminal records checks, where applicable), and disciplinary and safeguarding information;
 - (iv) For volunteers: records of activity and availability (such as volunteer role(s), length of service, awards and number of hours), application or registration details for the purposes of volunteering, reference checks, DBS information (criminal records checks, where applicable), and disciplinary and safeguarding information;
 - (v) For customers including ticket buyers: names, details of products or services purchased (including tickets), delivery addresses for products and services (including purchased tickets), email addresses, telephone numbers, payment information, details and dates of returns or refunds, dietary requirements, access requirements and proof of ID, where relevant for attending LTA events.
 - (vi) For members of staff: names, addresses, email addresses, telephone numbers, details of professional activities, etc.

2 DATA PROTECTION OBLIGATIONS

- 2.1 The Parties recognise that the effective governance of tennis in Great Britain and, particularly, in Lincolnshire requires each of the LTA and the County to collect, process and share personal data relating to individuals in the Lincolnshire tennis community (and others).
- 2.2 **The roles of the Parties.** This Agreement sets out the framework for the sharing of personal data between the Parties as independent data controllers. Each Party acknowledges that one Party (the **“Data Discloser”**) may disclose to the other Party (the **“Data Recipient”**) Shared Personal Data collected by the Data Discloser for the Purposes. Each Party shall comply with the obligations imposed on a data controller under the Data Protection Legislation in relation to the Shared Personal Data. Except as expressly set out in this clause 2 (and Schedule 2), nothing in this Agreement is intended to render either Party as a data processor acting for and on behalf of the other Party, and nothing in this Agreement shall render the Parties as “joint” data controllers under the GDPR.

- 2.3 **Particular obligations relating to data sharing.** Each of the Parties shall be responsible for ensuring the compliance with applicable law of its processing of personal data as a data controller, subject always to the provisions of clause 2.4 and Schedule 2 and each Party shall:
- (a) ensure that it has all necessary fair processing notices (commonly known as 'privacy notices' or 'privacy policies') and/or, as applicable, consents in place to enable the lawful transfer of the Shared Personal Data to the Permitted Recipients for the Purposes;
 - (b) ensure that the Shared Personal Data is accurate as at the date it is shared with the other Party;
 - (c) process the Shared Personal Data only for the Purposes;
 - (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients; and
 - (e) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, Shared Personal Data.
- 2.4 Where either party acts as a 'data processor' for the other, the data processor shall, to the extent that the processing must comply with the GDPR, comply with the data processing obligations set out in Schedule 2.
- 2.5 **Mutual assistance.** Without prejudice to clauses 2.1 to 2.3 above, each Party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, in relation to any Shared Personal Data it has received from the other Party, each Party shall:
- (a) take such steps as are reasonably requested by the other Party to enable that Party to comply with its obligations under the Data Protection Legislation;
 - (b) promptly inform the other Party about the receipt of any data subject access request or another request received from a data subject seeking to exercise their rights under the Data Protection Legislation;
 - (c) promptly notify the other Party if it receives a Regulatory Communication or becomes aware of a Security Incident, in each case which is likely to result in enforcement action, legal proceedings or otherwise adversely affect the reputation of the other Party, and, where relevant, provide reasonable assistance so that the Party in receipt of such Regulatory Communication or having detected such Security Incident may deal with and respond to the Regulatory Communication or Security Incident;
 - (d) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser;
 - (e) provide the other Party with contact details of at least one employee or volunteer as the point of contact and responsible manager for data protection compliance issues.
- 2.6 **Compliance with other policies and procedures.** The Parties shall comply with all data protection, information security and information governance policies in place and notified to the Parties from time to time, including any Information Sharing Protocol established for the purpose of safeguarding children and adults at risk.

3 TERM AND TERMINATION

- 3.1 This Agreement will be deemed to have commenced on the Commencement Date and continue for so long as either Party retains any Shared Personal Data that it received from the other Party under this Agreement in its possession or control (the "**Term**").
- 3.2 Any provision of this Agreement that expressly or by implication should come into or continue in force on or after termination of this Agreement in order to protect Shared Personal Data will remain in force and effect.

4 GOVERNING LAW AND JURISDICTION

This Agreement is governed by the law of England and Wales and is subject to the jurisdiction of the English and Welsh courts.

5 GENERAL

- 5.1 **Entire agreement.** This Agreement, and any policies and procedures referred to in this Agreement, contains the entire agreement between the Parties, and replaces all previous agreements and understandings between them, relating to its subject matter.
- 5.2 **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any Party existing at the date set out above may enter into this Agreement by executing a counterpart.
- 5.3 **Relationship of the parties.** Without prejudice to clause 2.2, this Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. Except as expressly provided for, neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 5.4 **Variations.** No variation of this Agreement will be effective unless it is in writing and signed by the Parties (or their authorised representatives).
- 5.5 **Waiver.** No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by applicable law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will prevent or restrict the further exercise of that or any other right or remedy.
- 5.6 **Severance.** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.
- 5.7 **Third party rights.** The Parties do not intend any third party to have the right to enforce any provision of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by

Signed by

for and on behalf of
LAWN TENNIS ASSOCIATION LIMITED

for and on behalf of
LINCOLNSHIRE TENNIS

Schedule 1
Purposes of the data processing

The LTA's Purposes

The Purposes for which the LTA may use Shared Personal Data received from the County under this Agreement are:

1. administering British Tennis Membership, and performing contracts (terms and conditions of membership) with BTMs, including by processing membership payments;
2. complying with its legal obligations, including health and safety legislation, carrying out DBS checks on coaches, officials and volunteers, reporting to tax authorities, and assisting with investigations by the police and/or other competent authorities;
3. for safeguarding purposes;
4. and for all other purposes relating to the governance of tennis in Great Britain, including:
 - i. organising competitions and major events, and ensuring the security of those events and all LTA premises, including by event accreditation, ID checks and the use of CCTV monitoring;
 - ii. delivering performance programmes, including by monitoring player progress and making selection decisions for competitions etc., and keeping records of player rankings and ratings;
 - iii. carrying out coach and official accreditation qualifications and training;
 - iv. overseeing volunteering in British tennis, and monitoring engagement by research and analysis;
 - v. Communicating with the tennis community including by communicating with individuals;
 - vi. operating a customer services team, conducting surveys and operating websites; and
 - vii. employing staff, and appointing board and committee members, for those purposes.

The County's Purposes

The Purposes for which the County may use Shared Personal Data received from the LTA under this Agreement are:

1. all of the purposes listed above for the LTA, as is relevant for the governance of tennis in the County specifically (and concerning primarily the personal data of individuals in the Lincolnshire tennis community);

Schedule 2 GDPR Compliant Data Processing Obligations

1. In the course of the Parties interactions under this Agreement (and otherwise), one Party may have access to, or be required to, process personal data on the other Party's behalf. The parties acknowledge that for the purposes of the Data Protection Legislation, specifically the GDPR, a data controller subject to the GDPR is required to meet its statutory obligations in relation to the processing of personal data, irrespective of whether the processing is undertaken directly by the data controller or by a data processor acting on behalf of the data controller.
2. If either Party ("**processor**") processes any personal data on behalf of the other Party ("**controller**"), the processor shall, to the extent it is regulated by the GDPR in relation to that processing:
 - (a) process the personal data only on documented instructions from the controller (including this Agreement);
 - (b) not transfer such personal data to a country outside the European Economic Area unless specifically authorised to do so by the controller;
 - (c) ensure that persons authorised to process the personal data have committed themselves to obligations of confidentiality;
 - (d) take all appropriate technical and organisational measures to ensure an appropriate level of security for the personal data (including to protect it against accidental or unlawful destruction, loss, or alteration, and against unauthorised disclosure or access);
 - (e) not sub-contract its data processing obligations to a third party without the specific authorisation of the controller (and, where such authorisation is given, ensure that such a third party data processor agrees to the same data protection obligations as set out in this Schedule 2, on the understanding that the processor remains fully liable to the controller for the performance of those data processing obligations);
 - (f) assist the controller in responding to individuals exercising their data subject rights as set out in the GDPR (e.g. by helping the controller to provide a copy of a particular individual's personal data, if they ask for it);
 - (g) assist the controller to comply with its obligations under the GDPR (including regarding appropriate data security, the notification of a personal data breach to a relevant supervisory authority (i.e. data protection regulator) and to the data subject(s) affected, and the preparation of data protection impact assessments, where appropriate), taking into account the nature of processing and the information available to the processor;
 - (h) at the choice of the controller, delete or return to the controller all such personal data once the processing of such personal data is no longer required;
 - (i) make available to the controller all information necessary to demonstrate compliance with the obligations set out in this Schedule 2 (including a record of all categories of data processing activities the processor carries out on behalf of the controller) and allow for and contribute to data audits, including inspections, if the controller so requires.