

TRADES HOUSE OF GLASGOW - TERMS AND CONDITIONS

Information that we collect from you or about you

When anyone asks us for a grant we have to collect information about the person for whom an application for a grant is being made and the circumstances surrounding the application that will help us take a decision. This is something that charities like ours have always done. However, the law now demands that all organisations, including charities, should tell you what personal information about you they collect. And they must also tell you what they are going to do with that information.

We hope that it is clear from this form what we will do with the personal information that we collect from you or about you. With this in mind, we hope you feel you can agree to these Terms and Conditions. We can only consider making a grant where these Terms and Conditions have been accepted.

DATA PROTECTION & CASE RECORDS

Much of the information that you have provided in this form is personal data as defined by the Data Protection Act 2018 (the 2018 Act). The 2018 Act places certain obligations on us to protect your personal data when it is in our control and only use it for specified purposes. The Trades House of Glasgow is not incorporated therefore its trustees are collectively responsible for your Personal Data.

The Trustees of the Trades House of Glasgow (the Trustees) process the Personal Data of the applicant(s) and any children for whom a grant application is made for the following purposes:

- administering your application for a grant or grants;
- maintaining records of the application and any awarded grants;
- keeping you informed about the activities of the Trades House;
- as a case study to show how Trades House can assist others, in such cases we will consult with you in advance.;
- fundraising;
- research;
- confirming that the information supplied is accurate;
- keeping in contact with the beneficiaries of any grant both during and after the grant period for the purposes specified in this statement

The Personal Data which are processed by the Trustees may be provided by the Applicant, their children or third parties. Personal Data may be retained by the Trustees whether or not a grant is made and, if a grant is made, following the end of the grant period.

If you do not wish the Trustees to process your personal data for the purposes of marketing the activities of the Trades House, please write to **Trades House of Glasgow, 85 Glassford St, Glasgow, G1 1UH**.

- If you would like information about our data processing organisation, adaptation or alteration of the information or data,
- retrieval, consultation or use of the information or data,
- disclosure of the information or data by transmission, dissemination or otherwise making available, or
- alignment, combination, blocking, erasure or destruction of the information or data.

If you would like information about our data processing activities please write to the above address.

DEFINITIONS

Please find below definitions of some of the terms used in the above privacy policy for your information and assistance.

Processing

- In the Act "processing" means obtaining, recording, or holding the information or data or carrying out any operation or set of operations on the information or data, including:

Personal data

- any data from which the identity of a living individual can be determined, either by itself or with other data processed by data controller;
- any information such as name and address, email address, telephone number and general contact details, personal data includes images on film (e.g. CCTV images), photographs and telephone voice recordings.

Sensitive personal data

Sensitive Personal Data means personal data consisting of information as to:

- the racial or ethnic origin of the data subject;
- the data subject's political opinion;
- the data subject's religious beliefs or other beliefs of a similar nature;
- whether the data subject is a member of a trade union (within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992);
- the data subject's physical or mental health or condition;
- the data subject's sexual life;
- the commission or alleged commission by the data subject of any offence; or
- any proceedings for any offence committed or alleged to have been committed by the data subject, the disposal of such proceedings or the sentence of any court in such proceedings.

LIMITATION OF LIABILITY

You agree that we, our trustees, employees, agents or other representatives, data providers or affiliates will not be responsible or liable (whether in contract, tort or otherwise), under any circumstances for any amount or kind of loss or damage (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any anticipated loss of profit, loss of profit, loss of opportunity, loss of data, costs and fines and/or any special or incidental damages of any kind) that may result to you or a third party arising from or connected in any way to:

- interruption of business; or
- incorrect or incomplete details provided to us; or
- non-delivery of forms or other communications or
- events beyond our reasonable control.

Notwithstanding any provision of these Terms of Conditions, we do not exclude or limit our liability for:

- death or personal injury caused by our negligence or that of any of our officers, employees or agents; or
- fraudulent misrepresentation; or
- any liability which it is not lawful to exclude

ENFORCEMENT

If the whole or any part of any provision of these Terms and Conditions is or becomes invalid, void or unenforceable for any reason the same shall to the extent required be severed from these Terms and Conditions and rendered ineffective so far as is possible without modifying the remaining provisions of these Terms and Conditions and shall in no way affect the validity or enforceability of any other provisions.

THIRD PARTY RIGHTS

These Terms and Conditions are not intended to create and shall not create any rights, entitlements, claims or benefits enforceable by any third party by virtue of the Contracts (Rights of Third Parties) Act 1999.

Registered Charity SC040548