Land and Leaf Collective

Data Protection Policy

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1. Overview

1.1 The goal of the data protection policy is to depict the legal data protection aspects in one summarising document. It can also be used as the basis for statutory data protection inspections, e.g. by the customer within the scope of commissioned processing. This is not only to ensure compliance with the UK General Data Protection Regulation (GDPR) and the Data Protection Act 2018 but also to provide proof of compliance.

1.2 The UK General Data Protection Regulation (GDPR) is a regulation, which requires any business that processes data belonging to UK citizens to protect it and not misuse it. As a responsible business, Land and Leaf Collective aims to robustly implement the requirements of the UK GDPR. Part of meeting the obligation of meeting the obligations of UK GDPR is the production and implementation of this policy.

1.3 Land and Leaf Collective is committed to the rules of data protection and abiding by seven data protection principles. These are the principles that must be satisfied when obtaining, handling, processing, moving and the storage of personal data.

1.4 As an Land and Leaf Collective approved training centre, Land and Leaf Collective must collect and process information as required by ITC First awarding body and its regulators. Land and Leaf Collective is therefore considered the Data Processor and its course learners and employees the Data Subjects.

2. The 7 Data Protection Principles

a) Data must be obtained and processed fairly, lawfully and with transparency.
b) Data must be obtained for a specified, explicit and lawful purpose.
c) Data must be adequate, relevant and not excessive for its collection purpose (“data minimisation”).
d) Data must be accurate and kept up to date.
e) Data must not be kept for longer than is necessary for its purpose.
f) Data must be processed in accordance with the Data Subject’s rights.
g) Data must be kept safe from unauthorised access, accidental loss or destruction (“integrity and confidentiality”).

3. Data Subjects Rights

3.1 Under the GDPR individuals have rights associated with their data, described below:

a) The right to be informed
b) The right of access
c) The right to rectification
d) The right to erasure
e) The right to restrict processing
f) The right to data portability
g) The right to object
h) Rights in relation to automated decision making and profiling

3.2 Children’s Personal Data

For the benefit of this policy a child is classed as a young person under the age of 16. Children must have parental (or an individual in loco-parentis) consent for ITC First to collect and process their data. ITC will maintain evidence of consent using our learner registration process.

4. Data Collection

4.1 Land and Leaf Collective acts on behalf of ITC First, by gathering and submitting learner data securely via the ITC website and/or registered post. Land and Leaf Collective have a legally binding Centre Agreement, which confirms that Land and Leaf Collective publishes and implement a Data Protection Policy (this document).

4.2 Land and Leaf Collective collects data as part of the booking and registration process required for qualification delivery. Land and Leaf Collective collects and retains data as part of its Land and Leaf Collective administrative tasks.

4.3 When individuals provide their data to Land and Leaf Collective , the data is submitted to ITC First and is used to:

a) Attribute qualification credit to learners
b) Produce commemorative certificates
c) Produce CPD certificates
d) Receive information pertinent to qualifications
e) Enable ITC to contact you at your request (depending on when your data is provided and in which specific context or interaction with ITC First)
f) Monitor ITC First qualifications to ensure equality and inclusivity

4.4 Learners data will only be used for the legitimate purposes described above. Any changes to the ways in which learner data is used will be communicated to those individuals affected.

5. Data Storage

Land and Leaf Collective will ensure that:

a) Data is held securely such as password protected computer, locked cabinets/drawers, encrypted, computers have appropriate virus/data protection software appropriate to the business.
b) Course registrations (which includes, name, address, contact details, ethnicity, signature) are removed from sight and access of other course learners immediately after completion.
c) Data is not disclosed or shared verbally or in writing to any unauthorised party.
d) Land and Leaf Collective will download course learner data to their part of the ITC website and promptly submit all documentation to ITC First. Data submitted will only be viewable via individual unique User log on and password of Land and Leaf Collective and ITC First.
e) Land and Leaf Collective will not share their log on and passwords with any unauthorised individuals or companies.

6. Data Retention

a) Land and Leaf Collective will retain any data in accordance with ITC retention periods, currently 5 years.
b) Land and Leaf Collective will review its necessity to retain data once it has been submitted and accepted by ITC First.

7. Data Destruction

a) Land and Leaf Collective will ensure it destroys data in a confidential manner i.e. shredding of paper documents, deletion/psuedonymisation of digital records from computer systems.
b) Land and Leaf Collective will ensure it does not retain data longer than is required for the purpose of the qualification.

8. Subject Access

8.1 Any party who has provided personal data to Land and Leaf Collective , has the right to request what information is stored and its content.

8.2 Access request may be made in writing by letter or email to the Land and Leaf Collective Manager who will discuss the request with the data subject.

8.3 Data will be provided in accordance with the subject's Rights of Access under the GDPR.

9. Breaches of Data Protection

a) Breaches or suspected breaches should be reported to Kat Soutar who will make the necessary investigations and provide a response to the informant within 3 weeks [15 working days] of receipt.
b) Breaches may also be raised with ITC First by contacting their office either via email, telephone or in writing.