



General Booking Terms & Conditions

TERMS AND CONDITIONS

1. DEFINITIONS

1.1 When the following words with capital letters are used in these Terms (as defined below), this is what they will mean:

Activity: the services that We are providing to you as set out in the Booking and “**Activities**” shall be construed accordingly.

Rules of Play: means the rules relating to the Activity located at; Kassiopi Cove

Rules of Play must be followed by adults and children using the soft play equipment. Rules of Play are to ensure Health & Safety of everyone using the equipment.

- No Socks – No Play
- No Food or Drink should be taken inside the soft play
- No sharp object, hard toys, badges or jewellery should be taken in the soft play.
- No climbing up the netted walls or soft play structure
- No throwing balls or other objects
- No fighting or bullying, guilty parties will be asked to leave.
- No climbing up the slides. NO running down the slides.
- No chewing gum is allowed in the soft play.
- Children should be reminded to stay in the areas designated to their ages.

Parental supervision is always required, and Rules of Play must be followed during the party. No Socks – No Play policy applies to all party children and supervising parents entering Kassiopi Cove. Party children remain responsibility of their accompanying adults throughout the party. All shoes must be left at reception and socks must be worn by all guest.

Booking: your order for the Activity on Our Site and “**Booked**” shall be construed accordingly;

Booking Form: means the form you complete on Our Site to submit a Booking;

Our Site: means Our website located at www.kassiopi-cove.co.uk;

Privacy and Cookie Policy: means Our privacy and cookie policy located at <https://kassiopi-cove.co.uk/privacyandcookieterms-conditions/>;

Terms: these terms and conditions together with Our Privacy and Cookie Policy and Terms of Website Use;

Terms of Website Use: means Our terms of website use at <https://kassiopi-cove.co.uk/website-terms-of-use/>;

We/Our/Us: means Jacqueline’s Gems Childcare Services Ltd, a company incorporated in England with registered number 08882786 whose registered address is 11 Stelling Rd, Erith, Kent DA8 3JH.

2. OUR CONTRACT WITH YOU

2.1 These Terms tell you information about Us and the legal terms and conditions upon which:

(a) you can make Bookings; and

(b) We supply the Activity to you and any Participant.

These Terms will apply to any contract between us for the supply of the Activity by Us to you and any Participant (**Contract**).

2.2 Please read these Terms carefully and make sure that you understand them, before making a Booking on Our Site. Please note that before making a Booking you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to make a Booking on Our Site.

2.3 We amend these Terms from time to time as set out in clause 11. Every time you submit a Booking Form to Us, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently updated on 01/03/2022

2.4 When you submit a Booking Form to Us, this does not mean We have accepted your Booking. Our acceptance of a Booking will take place as described in clause 2.5. If We are unable to provide the Activity, We will inform you of this and We will not process the Booking.

2.5 These Terms will become binding on you, any Participant and Us when We issue you with a written acceptance of a Booking, at which point a Contract will come into existence between you, any Participant and Us.

2.6 We shall assign a booking number to the Booking and inform you of it when We confirm the Booking. Please quote the booking number in all subsequent correspondence with Us relating to the Booking.

3. USE OF OUR SITE

Your use of Our Site is governed by Our Privacy and Cookie Policy and Terms of Website Use. Please take the time to read these, as they include important terms which apply to you.

4. HOW WE MAY USE YOUR PERSONAL INFORMATION

4.1 We only use your personal information in accordance with clause 4.2 of these Terms and Our Privacy and Cookie Policy. Please take the time to read Our Privacy and Cookie Policy, as it includes important terms which apply to you.

4.2 We will use the personal information you provide to Us to:

(a) provide the Activity;

(b) process your payment for the Activity; and

(c) in accordance with the terms of the Booking Form.

4.3 We will not give your personal data to any third party.

5. THE ACTIVITY

5.1 We will make every effort to supply the Activity in accordance with the Booking.

5.2 Activities are delivered by individual employees and we may have to cancel or reschedule an Activity where required due to an event outside our reasonable control, such as technical problems, illness or travel delays. We will contact you as soon as reasonably possible if this happens.

5.3 Play duration is 2 hours: 120 minutes play time per session.

6. IF THERE IS A PROBLEM WITH THE ACTIVITY COMPLETED

6.1 In the unlikely event that there is any problem with the Activity completed we will use every effort to rectify any problem as soon as reasonably practicable.

6.2 As a consumer, you have legal rights in relation to the Activity not carried out with reasonable skill and care, or if the materials We use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

The easiest way to contact us regarding any problem with the activity is to by writing an email to the following email address: admin@Kassiopi-cove.co.uk please give as much detail as possible on the email submitted, including booking reference and full review of any issues experienced during your visit, so our team can review and respond.

7. PRICE OF ACTIVITY

7.1 The prices of the Activity will be as quoted on Our Site at the time you submit a Booking. We take all reasonable care to ensure that the prices of the Activity are correct at the time when the relevant

information was entered onto Our Site. However please see clause 7.4 for what happens if We discover an error in the price of the Activity you have Booked.

7.2 Prices for Our Activities may change from time to time, but changes will not affect any Booking you have already made.

7.3 The price of the Activity includes VAT (where applicable) at the applicable current rate chargeable in the United Kingdom. However, if the rate of VAT changes between the date of the Booking and the date of performance of the Activity, We will adjust the rate of VAT that you pay, unless you have already paid for the Activity in full before the change in the rate of VAT takes effect.

7.4 Our Site contains a large number of Activities. It is always possible that, despite Our reasonable efforts, some of the Activity on Our Site may be incorrectly priced. If We discover an error in the price of the Activity you have Booked We will contact you in writing to inform you of this error and We will give you the option of continuing to purchase the Activity at the correct price or cancelling your Booking. We will not process your Booking until We have your instructions. If We are unable to contact you using the contact details you provided during the Booking process, We will treat the Booking as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, We do not have to provide the Activity to you at the incorrect (lower) price.

8. HOW TO PAY

8.1 You can only pay for the Activity using a debit card or credit card. We accept all major credit and debit cards.

8.2 Payment for the Activity is in advance. We will not charge your debit card or credit card until We confirm your Booking.

9. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

9.1 If you are a consumer, you have a legal right to cancel a Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the period set out below in clause 9.2. This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive the Activity, you can notify Us of your decision to cancel the Contract. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.

9.2 Before We begin to provide the Activity, you have the following rights to cancel a Booking, including where We change these Terms under clause 11 to your material disadvantage:

(a) If you have made a mistake during the booking process, then Kassiopi Cove will, where possible amend the booking. To be applicable this will need to be completed within 24hrs of making the booking.

(b) If you cancel a booking under clause 9.2(a) and you have made any payment in advance for the Activity that have not been provided to you.

(d) if you need to amend a group booking, you can notify us 7 days prior to the event to notify us of your intention to amend the booking. If we have availability.

9.3 Once we have begun to provide the Activity to you, you may cancel the contract with immediate effect by giving Us written notice if:

(a) We breach the terms of the booking in any material way, and we do not correct or fix the situation within 5 days of you asking us to in writing.

(b) We go into liquidation or a receiver or an administrator is appointed over our assets.

(c) We change these Terms under clause 11 to your material disadvantage.

To cancel a booking, you need to let us know that you have decided to cancel. The easiest way to do this is to email us at admin@kassiopi-cove.co.uk if you use this method we will provide you with written confirmation that we have received your cancellation.

If you are e-mailing us or writing to us please include details of your booking to help us to identify it. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to us. For example, you will have given us notice in time as long as you get your letter into the last post on the last day of the cancellation period or e-mail us before midnight on that day.

10. OUR RIGHTS TO CANCEL

10.1 We may cancel a Contract for the Activity at any time with immediate effect by giving you written notice if you breach a Contract or the Activity Rules in any material way.

10.2 All party bookings a non-refundable deposit of £100 at the time of booking. Full payment must be made 7 days before the party date.

11. OUR RIGHT TO VARY THESE TERMS

11.1 We amend these Terms from time to time. Please refer to clause 2.3 to see when these Terms were last updated.

11.2 Every time you make a Booking on our site, the Terms in force at the time of your Booking will apply to the Contract between you and us.

11.3 We may revise these Terms as they apply to your Booking from time to time to reflect the following circumstances:

(a) changes in relevant laws and regulatory requirements.

11.4 If we have to revise these Terms as they apply to your Booking, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. You may cancel either in respect of all the affected Activity or just the

Activity you have yet to receive. If you opt to cancel, we will arrange a full refund of the price you have paid.

12. OUR LIABILITY

12.1 We do not exclude or limit in any way Our liability for:

(a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors.

(b) fraud or fraudulent misrepresentation.

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

(d) breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and

(e) defective products under the Consumer Protection Act 1987.

12.2 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence. We are not responsible for any loss or damage that is not an obvious consequence of Us breaching the Contract or not contemplated by you and Us at the time We entered into the Contract.

12.3 Please look after your belongings carefully when you visit our locations. We are not responsible for the loss or damage to any valuables, cash or other items belonging to you or any persons accompanying you while you are visiting any of our locations.

13. COMMUNICATIONS BETWEEN US

13.1 When We use the words “writing” or “written” in these Terms, this will include e-mail unless We say otherwise.

13.2 You may contact Us as described in clause 9.3.

14. OTHER IMPORTANT TERMS

14.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms. We will always notify you in writing or by posting on Our Site if this happens.

14.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

14.3 Your rights under the Terms shall extend to any Participant but such extension shall not affect Our rights to terminate or vary any Contract in accordance with the Terms.

14.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

14.5 If We fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, we will only do so in writing, and that will not mean that We will automatically waive any later default by you.

14.6 These Terms are governed by English law. This means a Contract for the Activity through Our Site and any dispute or claim arising out of or in connection with it will be governed by English law. You and We both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

15. HARASSMENT POLICY

Kassiopi Cove employees and customers have the right to work and enjoy our facility without fear of harassment both verbally and physically.

It is the policy of the management that any behaviour or a continuum of behaviours, including: the use of inappropriate or offensive language, verbal abuse or physical threats will result in the individual/s being asked to leave and not return.

Entry Entitlement

Play duration is 2 hours: 120 minutes play time.

Full payment is required to be paid at the time of the booking.

All shoes must be left at reception and socks must be worn by all guest.

Cancellation and Refund Entitlement

Full payment is required to be paid at the time of the booking. 14-day notice is required for cancellations; day of the event is not included. These bookings are non refundable. They can be transferred to another date.

Booking Amendments

Changes and requests can be made up to 1 day prior to the day of the booking, day of the booking is not included. The booking can be moved to a future date.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

WEBSITE PRIVACY AND COOKIE POLICY

Jacqueline's Gems Childcare Services Ltd ("We") are committed to protecting and respecting your privacy.

This policy ([together with our terms of use](#)) and any other documents referred to on it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. By visiting www.kassiopi-cove.co.uk you are accepting and consenting to the practices described in this policy.

For the purpose of the Data Protection Act 1998 (the **Act**), the data controller is Jacqueline's Gems Childcare Services Ltd, a company incorporated in England with registered number 08882786 whose registered address is 11 Stelling Rd, Erith, Kent, DA8 3JH.

Our nominated representative for the purpose of the Act is Ade Tikare.

INFORMATION WE MAY COLLECT FROM YOU

We may collect and process the following data about you:

Information you give us. You may give us information about you by filling in forms on our site www.kassiopi-cove.co.uk (**our site**) or by corresponding with us by phone, e-mail or otherwise. This includes information you provide when you register to use our site, subscribe to our service, place a Booking (as defined in our Terms and Conditions www.kassiopi-cove.co.uk enter a competition, promotion or survey and when you report a problem with our site. The information you give us may include your name, address, e-mail address and phone number, financial and credit card information, personal description and photograph.

Information we collect about you. With regard to each of your visits to our site we may automatically collect the following information:

- technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform.

- information about your visit, including the full Uniform Resource Locators (URL) clickstream to, through and from our site (including date and time); products you viewed or searched for; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page and any phone number used to call our customer service number.

CHANGES OF CONTROL

We may sell, transfer or otherwise share some or all of our assets, including your personal data, in connection with a merger, acquisition, reorganisation or sale of assets or in the event of our insolvency. In such an event, we would need to transfer your personal data to relevant third parties, including any buyer of our business or its assets.

INFORMATION ON COOKIES

We use cookies when you visit our site, full disclosure of usage of these is highlighted in the sections above. By using our site, you agree to us placing cookies on your device and accessing them when you visit our site. Further information about cookies can be found at www.aboutcookies.org. We use cookies in the following ways:

- Site functionality. These cookies allow you to use the site and its features.

– Site analytics. These cookies allow us to measure and analyse how you use the site, to improve its functionality and your experience.

– Advertising cookies. These cookies are used to deliver advertising relevant to you on a number of platforms. They also help to limit the number of times you may see an ad and allow us to measure the effectiveness of our marketing campaigns.

WHERE WE STORE YOUR PERSONAL DATA

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area (“EEA”). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff maybe engaged in, among other things, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted using SSL technology. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

YOUR RIGHTS

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking the boxes on our Booking Form. You can also exercise the right at any time by contacting us at admin@kassiopi-cove.co.uk.

Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers, and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

ACCESS TO INFORMATION

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

CHANGES TO OUR PRIVACY POLICY

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail. Please check back frequently to see any updates or changes to our privacy policy.

CONTACT

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to admin@kassiopi-cove.co.uk

OTHER TERMS OF PRIVACY

Policy

The Board of Directors and management of Kassiopi Cove located at 2 Colebrook St, Erith, DA8 1RF. committed to compliance with all relevant UK and EU laws in respect of personal data, and to protecting the “rights and freedoms” of individuals whose information Kassiopi Cove collects in accordance with the General Data Protection Regulation (GDPR). To that end, Kassiopi Cove has developed, implemented, maintains, and continuously improves a documented personal information management system (‘PIMS’).

Scope

Define the scope of the PIMS considering organisational structure, management responsibility, jurisdiction and geography. The PIMS may include the whole of the company or a defined part of the company.

This policy applies to all Employees/Staff of Kassiopi Cove and interested parties such as outsourced suppliers. Any breach of the GDPR or this PIMS shall be dealt with under Kassiopi Cove’s disciplinary policy and may also be a criminal offence, in which case the matter shall be reported as soon as possible to the appropriate authorities.

Partners and any third parties working with or for Kassiopi Cove, and who have or may have access to personal information, shall be expected to have read, understood and to comply with this policy. No third party may access personal data held by Kassiopi Cove without having first entered into a data confidentiality agreement], which imposes on the third party obligations no less onerous than those to which Kassiopi Cove is committed, and which gives Kassiopi Cove the right to audit compliance with the agreement.

Objectives of the PIMS

The objectives for the PIMS are to enable Kassiopi Cove to meet its own requirements for the management of personal information; that it should support organisational objectives and obligations; that it should impose controls in line with Kassiopi Cove’s acceptable level of risk; that it should ensure that Kassiopi Cove meets applicable statutory, regulatory, contractual and/or professional duties; and that it should protect the interests of individuals and other key stakeholders.

Kassiopi Cove is committed to complying with data protection legislation and good practice including:

- processing personal information only where this is strictly necessary for legitimate organisational purposes.
- collecting only the minimum personal information required for these purposes and not processing excessive personal information.

- providing clear information to individuals about how their personal information will be used and by whom.
- processing only personal information that is relevant and adequate.
- processing personal information fairly and lawfully.
- maintaining an inventory of the categories of personal information processed by Kassiope Cove;
- keeping personal information accurate and, where necessary, up to date;
- retaining personal information only for as long as is necessary for legal or regulatory reasons or, for legitimate organisational purposes;
- respecting individuals' rights in relation to their personal information, including their right of subject access;
- keeping all personal information secure;
- only transferring personal information outside the EU in circumstances where it can be adequately protected;
- the application of the various exemptions allowable by data protection legislation;
- developing and implementing a PIMS to enable this policy to be implemented;
- where appropriate, identifying internal and external stakeholders and the degree to which these stakeholders are involved in the governance of Kassiope Cove's PIMS; and
- the identification of workers with specific responsibility and accountability for the PIMS.

Responsibilities

- Kassiope Cove is a [data controller and/or data processor] under the GDPR.
- Top Management and all those in managerial or supervisory roles throughout Kassiope Cove are responsible for developing and encouraging good information handling practices within the organisation; responsibilities are set out in individual job descriptions.
- Data Protection Officer/GDPR Owner, a member of the senior management team, is accountable to Board of Directors of Kassiope Cove for the management of personal information within Kassiope Cove and for ensuring that compliance with data protection legislation and good practice can be demonstrated. This accountability includes:

- development and implementation of the PIMS as required by this policy; and
 - security and risk management in relation to compliance with the policy.
- All Managers are responsible for ensuring compliance to GDPR and this policy in respect of data processing that takes place within their area of responsibility.
 - The Data Protection Officer/GDPR Owner has specific responsibilities in respect of procedures such as the Subject Access Request Procedure and are the first point of call for Employees/Staff seeking clarification on any aspect of data protection compliance.
 - Compliance with data protection legislation is the responsibility of all members of Kassiopi Cove who process personal information.
 - Kassiopi Cove's Training Policy (Reference) sets out specific training and awareness requirements in relation to specific roles and to members of Kassiopi Cove generally.
 - Members of Kassiopi Cove are responsible for ensuring that any personal data supplied by them, and that is about them, to Kassiopi Cove is accurate and up to date.

Identify Privacy Risks

Kassiopi Cove has identified all the personal data that it processes, and this is contained in the Data Inventory Register

Kassiopi Cove has a process for assessing the level of risk to individuals associated with the processing of their personal information. Assessments shall also be carried out in relation to processing undertaken by other organisations on behalf of Kassiopi Cove.

Kassiopi Cove shall manage any risks which are identified by the risk assessment to reduce the likelihood of a non-conformance with this policy.

Kassiopi Cove shall carry out an assessment of the impact of the envisaged processing operations on the protection of personal data, where a type of processing is likely to result in a high risk to the "rights and freedoms" of natural persons.

Kassiopi Cove shall conduct these assessments prior to any processing using new technologies and taking into account the nature, scope, context and purposes of the processing. A single assessment may address a set of similar processing operations that present similar high risks.

Where, as a result of a Data Protection Impact Assessment, it is clear that Kassiopi Cove is about to commence processing of personal information that could cause damage and/or distress to the data subjects, the decision as to whether or not Kassiopi Cove may proceed must be escalated for review to the Data Protection Officer/GDPR Owner. The Data Protection Officer / GDPR Owner shall, if there are significant concerns, either as to the potential damage or distress, or the quantity of data concerned, escalate the matter to the supervisory authority.

Data Protection Principles

All processing of personal data must be done in accordance with the following data protection principles of the Regulation, and Kassiopi Cove's policies and procedures are designed to ensure compliance with them.

Legality, Transparency & Fairness Principle

Personal data must be processed lawfully, fairly and transparently.

Kassiopi Cove's Fair Processing Procedure is set out in Fair Processing Notice

The GDPR introduces the requirement for transparency whereby the controller has transparent and easily accessible policies relating to the processing of personal data and the exercise of individuals' "rights and freedoms". Information must be communicated to the data subject in an intelligible form using clear and plain language.

The specific information that must be provided to the data subject must as a minimum include:

- the identity and the contact details of the controller and, if any, of the controller's representative.
- the contact details of the Data Protection Officer, where applicable.
- the purposes of the processing for which the personal data are intended as well as the legal basis for the processing.
- the period for which the personal data shall be stored.
- the existence of the rights to request access, rectification, erasure or to object to the processing.
- the categories of personal data concerned.
- the recipients or categories of recipients of the personal data, where applicable.
- where applicable, that the controller intends to transfer personal data to a recipient in a third country and the level of protection afforded to the data.
- any further information necessary to guarantee fair processing.

Purpose Limitation Principle

Personal data can only be collected for specified, explicit and legitimate purposes. Data obtained for specified purposes must not be used for a purpose that differs from the purpose for which it was originally collected.

Minimisation Principle

Personal data shall be relevant and limited to what is necessary for processing:

- The Data Protection Officer/GDPR Owner is responsible for ensuring that information, which is not strictly necessary for the purpose for which it is obtained, is not collected.
- All data collection forms (electronic or paper-based), including data collection requirements in new information systems, must be approved by the Data Protection Officer / GDPR Owner.
- The Data Protection Officer / GDPR Owner shall ensure that, on an annual basis all data collection methods are reviewed by internal audit or external experts to ensure that collected data continues to be relevant and not excessive.
- If data is given or obtained that is excessive or not specifically required by Kassiope Cove's documented procedures, the Data Protection Officer / GDPR Owner is responsible for ensuring that it is securely deleted or destroyed.

Accuracy Principle

Personal data must be accurate and kept up to date.

The Head of HR is responsible for ensuring that all staff are trained in the importance of collecting accurate data and maintaining it.

It is also the responsibility of individuals to ensure that data held by Kassiope Cove is accurate and up-to-date. Completion of an appropriate registration or application form etc shall be taken as an indication that the data contained therein is accurate at the date of submission.

Employees/Staff / [customers/others should notify Kassiope Cove of any changes in circumstance to enable personal records to be updated accordingly.

It is the responsibility of to ensure that any notification regarding change of circumstances is noted and acted upon.

The Data Protection Officer / GDPR Owner is responsible for ensuring that appropriate additional steps are taken to keep personal data accurate and up to date, taking into account the volume of data collected, the speed with which it might change and any other relevant factors.

The Data Protection Officer / GDPR Owner is responsible for making appropriate arrangements that, where third party organisations may have been passed inaccurate or out-of-date personal information, for informing them that the information is inaccurate and/or out-of-date and is not to

be used to inform decisions about the individuals concerned; and for passing any correction to the personal information to the third party where this is required.

Storage Limitation Principle

On at least an annual basis, the Data Protection Officer / GDPR Owner shall review all the personal data maintained by Kassiopi Cove, by reference to the Data Inventory Register, and shall identify any data that is no longer required in the context of the registered purpose and shall arrange to have that data securely deleted/destroyed

Where personal data is retained beyond the processing date, it shall be encrypted or pseudonymised in order to protect the identity of the data subject in the event of a data breach.

Personal data shall be retained in line with the retention of records procedure and, once its retention date is passed, it must be securely destroyed as set out in this procedure.

The Data Protection Officer / GDPR Owner must specifically approve any data retention that exceeds the retention periods defined GDPR DOC 2.3, and must ensure that the justification is clearly identified and in line with the requirements of the data protection legislation. This approval must be written.

Integrity and Confidentiality Principle

Personal Data shall be processed in a manner that ensures its security.

Appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

These controls shall be selected on the basis of identified risks to personal data, and the potential for damage or distress to individuals whose data is being processed.

Kassiopi Cove's compliance with this principle is contained in its Information Security Policy set out in the Privacy Policy.

Kassiopi Cove shall conduct regular reviews of its technical and organisational measures and controls to assure they remain comply with policy and are effective.

Accountability Principle

The GDPR introduces the principle of accountability which states that the controller is not only responsible for ensuring compliance but for demonstrating that each processing operation complies with the requirements of the GDPR.

Specifically, controllers are required to maintain necessary documentation of all processing operations, implement appropriate security measures, perform DPIAs (Data Processing Impact Assessment), comply with requirements for prior notifications, or approval from supervisory authorities and appoint a Data Protection Officer if required.

International Transfers

Kassiopi Cove shall not transfer personal data to any country or territory outside the European Union unless that country or territory ensures an adequate level of protection for the 'rights and freedoms' of data subjects in relation to the processing of personal data.

Prior to transferring data shall conduct an assessment to assure one or more of the specified safeguards or exceptions apply to the transfer of data:

Safeguards

- **Adequacy:** An assessment of the adequacy by the data controller taking into account the following factors:
 - the nature of the information being transferred;
 - the country or territory of the origin, and final destination, of the information;
 - how the information will be used and for how long;
 - the laws and practices of the country of the transferee, including relevant codes of practice and international obligations; and
 - the security measures that are to be taken as regards the data in the overseas location. (This is a UK-specific option.)
- **Binding corporate rules:** Kassiopi Cove may adopt approved Binding Corporate Rules for the transfer of data outside the EU. This requires submission to the relevant Supervisory Authority for approval of the rules that Kassiopi Cove is seeking to rely upon.
- **Model contract clauses:** Kassiopi Cove may adopt approved model contract clauses for the transfer of data outside of the EU. If Kassiopi Cove adopts the model contract clauses approved by the relevant Supervisory Authority there is an automatic recognition of adequacy.

Exceptions

In the absence of an adequacy decision, including binding corporate rules, a transfer of personal data to a third country, or an international organisation, shall take place only on one of the following conditions:

- the data subject has explicitly consented to the proposed transfer, after having been informed of the possible risks of such transfers for the data subject due to the absence of an adequacy decision and appropriate safeguards;
- the transfer is necessary for the performance of a contract between the data subject and the controller or the implementation of pre-contractual measures taken at the data subject's request;

- the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the data subject between the controller and another natural or legal person;
- the transfer is necessary for important reasons of public interest;
- the transfer is necessary for the establishment, exercise or defence of legal claims;
- the transfer is necessary in order to protect the vital interests of the data subject or of other persons, where the data subject is physically or legally incapable of giving consent;
- the transfer is made from a register which according to Union or Member State law is intended to provide information to the public and which is open to consultation either by the public in general or by any person who can demonstrate a legitimate interest, but only to the extent that the conditions laid down in Union or Member State law for consultation are fulfilled in the particular case.

A list of countries that satisfy the adequacy requirements of the Commission are published in the Official Journal of the European Union.

Data subjects' rights

Data subjects have the following rights regarding data processing, and the data that is recorded about them:

- **The right to be informed** of the processing of their personal data and 3rd Parties that hold data
- **The right of Access** to their personal data.

To make a subject access request regarding the processing of their data, the nature of information held and to whom it has been disclosed. The Kassipi Cove data Subject Access Request Process shall ensure that its response to the data access request complies with the requirements of the Regulation.

Personal data shall be provided to data subjects in a structured, commonly used and machine-readable format, and the right to have that data transmitted to another controller.

- **The Right to Rectification.** Require the Data Controller to rectify errors in personal data.
- **The Right of Erasure.** The "Right to be Forgotten". Request erasure including when
 - Processing is no longer necessary for the intended purpose
 - When the Data Subject Withdraws Consent
 - When the Data Subject objects to processing and there are no overriding legitimate grounds for the processing

- **The Right to Restrict Processing** by requesting a suspension of processing of their personal data
- **The Right to Object** to:
 - Processing for purposes of direct marketing.
 - Processing for purposes of scientific/historical research and statistics
 - Processing based on the legitimate interests or the performance of a task in the public interest/exercise of official authority
- **Automated Decision Making and Profiling Rights**
 - To be informed about the mechanics of automated decision-taking process that will significantly affect them.
 - Not to have significant decisions that will affect them taken solely by automated process.
 - The right to object to any automated profiling without consent.

Complaints

Data Subjects who wish to complain to Kassiopi Cove about how their personal information has been processed may lodge their complaint directly with the Data Protection Officer / GDPR Owner by means of you need to modify your existing complaints procedure to include a GDPR complaints section, and you will need create a form, usually on the 'Contact Us' section of your website, into which data subjects can enter the details of their complaint. They will need to be shown the Fair Processing Notice at this point.

Data subjects may also complain directly to the ICO, and Kassiopi Cove provides appropriate contact details on our Contact page.

Where data subjects wish to complain about how their complaint has been handled, or appeal against any decision made following a complaint, they may lodge a further complaint to the Data Protection Officer / GDPR Owner. The right to do this should be included in the GDPR section of Kassiopi Cove's complaints procedure.

Consent

Kassiopi Cove understands 'consent' to mean that it has been explicitly and freely given, is a specific, informed and unambiguous indication of the data subject's wishes by which he or she by statement, or by a clear affirmative action, signifies agreement to the processing of personal data relating to him or her. The consent of the data subject can be withdrawn at any time.

Kassiopi Cove understands 'consent' to mean that the data subject has been fully informed of the intended processing and has signified their agreement, while in a fit state of mind to do so and without pressure being exerted upon them. Consent obtained under duress or on the basis of misleading information shall not be a valid basis for processing. There must be some active

communication between the parties which demonstrate active consent. Consent cannot be inferred from non-response to a communication. For sensitive data, explicit written consent of data subjects must be obtained unless an alternative legitimate basis for processing exists.

In most instances consent to process personal and sensitive data is obtained routinely by Kassiopi Cove using standard consent documents e.g. when a new member of staff signs a contract of employment, or during induction for participants on programmes.

Where Kassiopi Cove provides online services to children, parental, or custodial authorisation must be obtained. This requirement applies to children under the age of 16 (unless the Member State has made provision for a lower age limit – which may be no lower than 13).

Security of data

All Employees/Staff are responsible for ensuring that any personal data which Kassiopi Cove holds and for which they are responsible, is kept securely and is not under any conditions disclosed to any third party unless that third party has been specifically authorised by Kassiopi Cove to receive that information and has entered into a confidentiality agreement.

All personal data should be accessible only to those who need to use it, and access may only be granted in line with the Access Control Policy. You should form a judgment based upon the sensitivity and value of the information in question, but personal data must be kept:

- in a lockable room with controlled access; and/or
- in a locked drawer or filing cabinet; and/or
- if computerised, password protected in line with corporate requirements in the Access Control Policy; and/or
- stored on (removable) computer media which is encrypted to Kassiopi Cove encryption Policy.

Care must be taken to ensure that PC screens and terminals are not visible except to authorised Employees/Staff of Kassiopi Cove. All Employees/Staff are required to enter into a Non-Disclosure and an Acceptable Use Agreement before they are given access to organisational information of any sort.

Manual records may not be left where they can be accessed by unauthorised personnel and may not be removed from business premises without explicit authorisation. As soon as manual records are no longer required for day-to-day client support, they must be removed from secure archiving.

Personal data may only be deleted or disposed of in line with the Data Retention Procedure. Manual records that have reached their retention date are to be shredded and disposed of as 'confidential waste'. Hard drives of redundant PCs are to be removed and immediately destroyed before disposal.

Processing of personal data 'off-site' presents a potentially greater risk of loss, theft, or damage to personal data. Staff must be specifically authorised to process data off-site.

Rights of access to data

Data subjects have the right to access any personal data (i.e. data about them) which is held by Kassiopi Cove in electronic format and manual records which form part of a relevant filing system. This includes the right to inspect confidential personal references received by Kassiopi Cove, and information obtained from third-party organisations about that person.

Disclosure of data

Kassiopi Cove must ensure that personal data is not disclosed to unauthorised third parties which includes family members, friends, government bodies, and in certain circumstances, the Police. All Employees/Staff should exercise caution when asked to disclose personal data held on another individual to a third party and shall be required to attend specific training that enables them to deal effectively with any such risk. It is important to bear in mind whether or not disclosure of the information is relevant to, and necessary for, the conduct of Kassiopi Cove's business.

The GDPR permits certain disclosures without consent so long as the information is requested for one or more of the following purposes:

- to safeguard national security;
- prevention or detection of crime including the apprehension or prosecution of offenders;
- assessment or collection of tax duty;
- discharge of regulatory functions (includes health, safety and welfare of persons at work);
- to prevent serious harm to a third party;
- to protect the vital interests of the individual, this refers to life and death situations.

All requests to provide data for one of these reasons must be supported by appropriate paperwork and all such disclosures must be specifically authorised by the Data Protection Officer / GDPR Owner.

Retention and disposal of data

Personal data may not be retained for longer than it is required. Once a member of staff has left Kassiopi Cove, it may not be necessary to retain all the information held on them. Some data shall be kept for longer periods than others. Kassiopi Cove's data retention and data disposal procedures shall apply in all cases.

Disposal of records

Personal data must be disposed of in a way that protects the "rights and freedoms" of data subjects (e.g. shredding, disposal as confidential waste, secure electronic deletion) and in line with the secure disposal procedure.

