



The British Driving Society Ltd

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THE BRITISH DRIVING SOCIETY LTD

THE BDS DATA PROTECTION POLICY 2018

INTRODUCTION

The new General Data Protection Regulations (GDPR), came into force on 25th May 2018, therefore you need to be aware of how the British Driving Society Ltd (BDS) collect, use, manage, share and delete your data within the requirements of this new legislation, and your rights to have your personal data removed from our records. In this Guidance, we have tried, in so far as possible, to avoid using legal and technical terms. However, in some circumstances we need to explain the meaning of certain aspects of the new legislation, to enable you to understand how we apply the GDPR to your personal data.

Our data protection policy sets out our commitment to protecting your personal data and how we implement that commitment with regards to the collection and use of personal data in accordance with the GDPR.

If you have queries about any of the information in this policy, please send an email with your question to the BDS Office, and we will reply to you as soon as possible.

1. ABOUT THE BRITISH DRIVING SOCIETY LTD (BDS)

The British Driving Society (BDS) was formed in 1957 as the national organisation responsible for setting standards of safety, welfare and competence in traditional harness horse driving activities. The BDS is a Company Limited by Guarantee regulated by Companies House; an Awarding Organisation regulated by Ofqual; and a Horse Passport Issuing Organisation regulated by the Department for Environment, Food and Rural Affairs (DEFRA). See Appendix 1 for details.

1.1. Registration and Regulation

The BDS is registered with and regulated by various national and Government organisations – **please see Appendix I for details.**

2. YOUR PERSONAL DATA

2.1. We take all reasonable measures to protect the personal data we hold about you from unauthorised use. We only collect and use your personal data for legitimate administration, communication and management purposes, legal requirements, receiving your payment for BDS goods and services, and sending you the items you have applied for. We **NEVER** share your personal data with other organisations, except where we have a legal requirement to do so –

see *BDS Qualifications and BDS Horse Passports* – and **NEVER** share your data with outside marketing organisations.

2.2. We **DO** share your personal information with anyone other than authorised BDS Officials (see list of authorised BDS Officials below); the BDS Insurance company to confirm whether your BDS Public Liability Insurance is valid if there is a claim; the BDS printers who print the Yearbook and Newsletter so they can send these publications to you

2.3. We **DO NOT** publish photographs or images which identify you by name unless we have received your consent in writing to do so – see *BDS Photo and Image Permission forms for BDS Adult and Child Members*. We **DO NOT** share your personal information with any marketing organisations. Please see below for details of how we collect, store, use, manage, share and delete your data.

2.4. List of BDS authorised Officials:

We share certain specific information with the following BDS Officials for administration and communication purposes:

- **Membership information** – your name, address, telephone number and email with: Your local Branch Secretary and Area Commissioner, so they check you are a current Member (and therefore eligible to take part in BDS activities), and so they contact you about local BDS events and activities.
- **Qualification and Assessment information** - your name, address, telephone number, email, and date of birth with the BDS Assessor appointed to carry out your Assessment, so they can contact you to arrange a date, time, and venue, and so they can check your identity; and with BDS Awards Board so we can process your Application for Assessment, appoint an Assessor, verify your Marksheets, confirm your Qualification or Unit achievement, and send your Certificate if you have passed.
- **Horse Passport Information** - your name, address, telephone number and email with the BDS Horse Passport Registrar and BDS Horse Passport Data Processor, so we can produce and update your BDS Horse Passport.

2.5. What categories of data do we collect, store, use, manage and share ?

Data is divided into the following categories, some of which have a database, and some of which are records of your queries and other written communications which we keep on subject files so we can respond to you and for reference so we know what information we have given you :

- Membership Database
- Qualification and Assessment Database
- Horse Passport Database
- BDS Merchandising sales records
- Queries and communications records

Please see the appropriate section for details of how your data is managed and stored in each of these categories.

3. MEMBERSHIP DATABASE

- 3.1. Application for New Membership.** Before you apply to become a Member of the BDS for the first time, you should first read the **Terms and Conditions of BDS Membership**, as contained in the BDS Articles of Association, Duty of Care and Accident Prevention provisions, and other Regulations of Membership made by BDS Council. You can find this information on the BDS website.

Applicants for New Membership need to fill in an Application for Membership Form (downloadable from the BDS website) and send this to the BDS Office together with the New Member's Joining fee. You may pay by cheque enclosed with your Application form, or by debit or credit card over the telephone, or by cash in person. We **DO NOT** accept BACS payments, and you should not send cash through the post, nor should you send us any bank or card details via e-mail.

Membership becomes effective from the date we receive your payment until 31st December of that year, and you may renew your Membership each year by paying the annual Renewal Fee. The BDS Membership fee includes third party Public Liability Insurance – this does not become effective until the date we receive your Membership fee, and is only valid for the exact dates on which you are a paid-up BDS Member.

You may apply to become any of the following by paying the appropriate Membership-type fee:

- A single Adult Member – this means one adult person
- Dual Membership – this means 2 adults living at the same address
- Junior Membership – this means any person under the age of 18 years

You may change from single Adult to Dual Membership by filling in a Membership Application form in respect of the second person, notifying us in writing of your change of Membership type and paying the extra fee for the second person. You may change from Dual Membership to Single Adult by filling in a Membership Application form and notifying us in writing that you wish to be a Single Adult Member. Please note that Membership is not transferable. Junior Members reaching their 18th birthday during the final year of their eligibility for Junior Membership will normally be transferred to Single Adult Membership when they next renew.

- 3.2. What personal data do we ask you to record on the New Members' Application form, and why do we need this information ?** The New Members' Application form asks you to record the following personal information to enable us to create your BDS Membership Record and to be able to provide you with Membership information and details of BDS events and activities your Membership means you are eligible to attend:

- **your title** (I.e: Mr, Mrs, Miss, etc);
- **first and last name** – this is the name we will use to identify you (if you have purchased Dual Membership, we need both names)
- **address** – this is the address we will use to send your BDS Yearbook, Newsletter and other written communications about BDS Membership, events and news.

- **telephone number** (landline and mobile) – these are the numbers we will use to communicate with you if we have something we need to tell you urgently (ie: last-minute changes to a BDS event, assessment or activity), or discuss with you (ie: if you have asked us a question), or clarify with you (ie: if you have over or under-paid, or if your payment has not gone through)
- **email address** (if you have one) – this is the address we will use to send you e-mail communications. NB: we will **NEVER** ask you to give us any financial information by email and you should **NOT** send your debit, credit card or bank account details to us by e-mail.
- **date of application for Membership** – this is the date on which we receive payment and the date your Membership comes into effect.
- **date your Membership expires** (which is always 31st December of the same year);
- **BDS Area** you are allocated to (you may change to a different Area at any time, at no extra cost, by sending a written/email request to the BDS Office);
- **date of birth** if you are a Junior Member (ie: under 18 years old);
- **your payment method** (ie: cheque, debit or credit card, direct debit mandate, cash – we are unable to accept BACS payments);
- **the amount of your Membership fee** (ie: single Adult Member; Dual Member -2 people living at the same address; Junior Member);
- **name of payee where this is different** from the name of the applicant (ie: if you purchase BDS Membership as a gift for someone, we need to be able to see that payment has been received on behalf of that person);
- **any information which you have asked us to record** as relevant to your BDS Membership.
- **Direct debit mandate** – you must pay your first Membership Fee by cheque, card or cash, but may Renew your Membership each subsequent year by filling in and sending us a Direct Debit Mandate. For details of how we manage these, please see **Financial Information** below.

3.3. RENEWAL OF MEMBERSHIP – if you are an existing Member, you may renew your Membership for the next year by paying a Renewal Fee. BDS Membership is annual, and is effective from the date we receive your annual payment until 31st December that year. It is helpful if you fill in and return the Membership Renewal Form, which is enclosed in the Autumn Issue of the BDS Newsletter, but if you Renew before 31st May, we will already have your personal details on our Membership Database, so you can renew by debit or credit card over the telephone to the BDS Office. If you Renew over the telephone, we will ask you if any of your personal details have changed, and record any new details you tell us.

3.4. Please note : your Membership, together with BDS Members' Public Liability Insurance cover, is only valid from the date on which you renew your Membership up to and including 31st December that year. So, if you delay paying your Renewal fee, you will not be covered for any insurance claim which you may have incurred before your payment date.

3.5. Payment for Renewal of Membership may be made by

- **cheque**, made out to THE BRITISH DRIVING SOCIETY LTD and posted to the BDS Office (please remember to either send a Renewal form, or a note of your name, address and BDS Membership number, so we can identify you), OR
- **debit or credit card**, by telephoning the BDS Office with these details; we will ask for your name and address, plus BDS Membership number so we can identify you, OR

- **Direct Debit Mandate** – you can download a Direct Debit Mandate from the BDS website, or request one from the BDS Office. If you wish to pay by Direct Debit, we must receive your signed Mandate in the BDS Office **before** 1st December, so it can be processed in time to take your payment on 31st December. . For details of how we manage these, please see **Financial Information** below.

4. GIVING UP BDS MEMBERSHIP

- 4.1. If you do not renew your annual Membership by 31st May in any year, then you will be regarded as having resigned your Membership of the BDS, and we will delete your details from the BDS Membership Database. If you decide to re-join after 31st May in any year, then you will be regarded as a New Member and have to pay the New Member's Administrative Supplement.
- 4.2. If you tell us in writing/email that you wish to resign your annual Membership before the expiry date of 31st December, then we will remove you from our records. Please be aware that we keep your name and address for 3 years on an **ex-Members' Database** so we can confirm to the BDS Insurance company if you were a Member during that period, and therefore eligible for BDS Members' Public Liability Insurance cover if there is a claim against you. See **Insurance**, below for further details.
- 4.3. If you tell us in writing/email that you wish **ALL** your Membership data deleted from our Membership Database, then we will remove you from our records **BUT PLEASE BE AWARE THAT IF WE DELETE ALL YOUR RECORDS, THEN WE WILL NOT BE ABLE TO CONFIRM THAT YOU WERE A MEMBER IN THE EVENT OF AN INSURANCE CLAIM, and this could result in you being unable to rely upon the BDS Members' Insurance. NB:** An Insurance claim for personal injury can be made up to 3 years after the date of the accident.

5. PHOTO AND IMAGE PERMISSION FORMS

- 5.1. Images may be taken of adults and children when participating or attending BDS events, activities, shows, and classes, including classes at County Shows, Horse of the Year Show, and similar. Images may be photographs, video, web-cam, etc, and may be taken by BDS Officials, or by other BDS Members, or by non-Member spectators at the event, or by Show Officials.
- 5.2. National and Local media may also attend BDS events, and other events at which BDS Members are participating or are present. National and Local media personnel may take photos or film for use in national or local newspapers, magazines, television, and may use interviews on the radio. It is up to the National or Local media representative to obtain your permission to use photographs or film which identify you.
- 5.3. It is **NOT** illegal to take photographs of people at public events, and we are only responsible for how we use images taken by the BDS in our publications, website, Official social media and in BDS promotional material.
- 5.4. In order to be able to use images of adults and children in BDS-controlled media, we need your written permission. We obtain your consent or refusal by means of the
 - **BDS Photo and Image Permission form for Adult Members**, and
 - **the BDS Photo and Image Permission form for Young Drivers and Children.**

You can view and download these forms, which explain on the back how we manage your consent/refusal and how you may change your mind at any time, from the BDS website, or ask the BDS Office to send them to you.

- 5.5.** If you **CONSENT** to photographs and images of you being used in BDS-controlled media, then images of you may be used in any or all of the following BDS publications or media: **BDS Yearbook; BDS Newsletter; BDS Website; BDS Official/controlled Social Media.**
- 5.6.** Very occasionally, we may use images of BDS Members in promotional material, such as information leaflets about the BDS and our activities. We will not normally identify any person who appears in BDS promotional material, and will ask your written consent to use any photographs or images.
- 5.7.** If you **DO NOT CONSENT** to photographs and images of you being used in all or any BDS-controlled publications or media, then we will **NOT** use images of you in any BDS publications, website, social media sites or promotional material.
- 5.8.** You may reverse your decision about whether we use images of you at any time, by notifying the BDS in writing. We will carry out security checks to ensure you are the person who is responsible for the consent/refusal.

6. HORSE PASSPORT DATA

The BDS is a Horse Passport Issuing Organisation (PIO) regulated by the Department for Environment, Food and Rural Affairs (DEFRA). For further details, see Appendix 1.

- 6.1.** Under the Horse Passport Regulations 2009 – Statutory Instrument 1611/2009, every horse, pony, donkey and mule must have a Horse Passport issued by a DEFRA-approved Horse Passport Issuing Organisation (PIO). It is the responsibility of the owner of the equine to purchase a passport, and it is an offence to pass ownership of a horse to another person without giving the new owner the passport. Currently, all horses born after June 2009 must have a microchip inserted. The new owner must send the passport to the issuing PIO within 30 days of acquiring the horse, for their name and address to be registered on the PIO's Horse Passport Database, and recorded in the Passport document. You can download Applications for New Horse Passports, and Change of Detail forms from the BDS website (www.britishdrivingsociety.co.uk).
- 6.2.** If a passport has been lost, destroyed, severely damaged, or stolen, you must send us a written request for a duplicate. If the passport has been severely damaged, you must send us the damaged passport; if it has been stolen you must report this to the Police and get a crime number. PIOs charge a fee to cover processing, issuing, recording and dispatching the Passport to you, which is payable when you apply for a Horse Passport; you may pay by cheque enclosed with the Application form, or by debit or credit card over the telephone to the BDS Office.

6.3. When you send us an **Application form for a BDS Horse Passport** for any horse, pony, donkey or mule, or an Application form to record any change of detail of a BDS Horse Passport (ie: change of ownership; death of horse, etc), we record and store the following information:

- your title (ie: Mr, Mrs, Miss, etc);
- name;
- address;
- telephone number (landline and mobile);
- email address (if you have one);
- the amount you have paid; (**Please note**, we do not charge any fee for recording the death of a horse; if you would like the passport back as a souvenir after we have processed it, you need to send us a stamped, addressed envelope so we can return it to you)
- your payment method (ie: cheque, debit or credit card – we are unable to accept BACS payments);
- name of payee if this is different from the Applicant (ie: if you are purchasing a BDS Horse Passport on behalf of someone else, or on behalf of an organisation),
- required information about the equine.
- You do not have to be a BDS Member to purchase a Horse Passport, although discounts may be available to BDS Members.
- **Please note, the horse passport is the property of the BDS, and is NOT to be regarded as proof of ownership of the horse.**
- For details of how we manage your payments please see **Financial Information** below.

6.4. Application for Change of Detail – If you have bought, been given or otherwise acquired a horse, pony, donkey or mule, you **MUST** ensure you collect the Horse Passport from the previous owner, as it is a legal requirement that you notify the Horse Passport Issuing Organisation of any change of name and address. Please note that the Horse Passport is the property of the BDS, and **DOES NOT** provide proof of ownership of the horse. You must also send us a Change of Detail form plus the passport if there are any significant changes to the horse (ie: a stallion is gelded; the appearance of the horse changes significantly from the original appearance recorded at first application – NB: such changes must be certified by a vet). PIOs charge an administration fee for Change of Detail, which you may pay by enclosing a cheque with the passport, or by debit or credit card over the telephone to the BDS Office. When you send us a Horse Passport for change of detail, we record:

- your title (ie: Mr, Mrs, Miss, etc);
- name;
- address;
- telephone number (landline and mobile);
- email address (if you have one);
- the amount you have paid; (**Please note**, we do not charge any fee for recording the death of a horse; if you would like the passport back as a souvenir after we have processed it, you need to send us a stamped, addressed envelope so we can return it to you)
- your payment method (ie: cheque, debit or credit card – we are unable to accept BACS payments);
- name of payee if this is different from the Applicant (ie: if you are purchasing a BDS Horse Passport on behalf of someone else, or on behalf of an organisation),

- required information about the equine.
- You do not have to be a BDS Member to purchase a Horse Passport, although discounts may be available to BDS Members.
- **Please note, the horse passport is the property of the BDS, and is NOT to be regarded as proof of ownership of the horse.**
- For details of how we manage your payment, please see **Financial Information below**.

7. APPLICATION FOR ASSESSMENT FOR BDS QUALIFICATIONS DATA :

The BDS is an Awarding Organisation regulated by Ofqual for Vocational Qualifications. See Appendix 1 for further details.

We are legally obliged to retain your Qualification data on our secure BDS Qualifications Database under the provisions of the Apprenticeship, Skills, Children and Learning Act 2009 and the Education Act 2011. This is to enable us to confirm to yourself, or to any authorised organisation, that you hold any particular BDS Qualification. For example, if your Certificate is lost or destroyed, you may need to apply to us for a Duplicate, and we can only do so if we keep a record of your Qualification achievements. You may also need us to confirm that you have appropriate BDS Qualifications for insurance purposes, or obtaining a Local Authority Licence to operate horse drawn passenger rides, or to transport horses by road.

When you send us an Application form to take an Assessment/Test for a BDS Qualification, we record and store

- your title (ie: Mr, Mrs, Miss, etc);
- name;
- address;
- telephone number (landline and mobile);
- email address (if you have one);
- your payment method (ie: cheque, debit or credit card – we are unable to accept BACS payments);
- the amount you have paid and the title of the Qualification or Unit(s) you have paid for;
- name of payee if this is different from the Applicant (ie: if you are paying the Assessment fee on behalf of someone else, or on behalf of an employee),
- which BDS Qualification or Unit(s) you are applying to take.
- the date and venue at which you will take the Assessment
- the Assessor's Marksheets, which record your performance and whether or not you have passed
- the Certificate of Achievement which we issue to you, plus the date of issue and issue number
- You do not have to be a BDS Member to take BDS Qualifications, although discounts may be available to BDS Members.
- For details of how we manage your payments please see **Financial Information below**.

- 8. BDS Merchandising Data:** You do not have to fill in any forms to purchase BDS merchandising. You may order products by post, email or telephone call to the BDS Office, or in person from the BDS Information Stand at an event. If you make a cash purchase and collect a product in person direct from the BDS Information Stand we do not collect or store any of your personal details; if you have paid by cheque, then the Information Stand manager will send your

cheque to the BDS Office for them to process your payment. If you ask us to send your purchases by post, then we need to collect your name and address. If you have If you purchase a product by post/email/telephone via the BDS Office, then we need to collect and store your name, address and payment details; we keep these only for as long as it takes us to process your payment and to send you your purchases. You do not have to be a BDS Member in order to purchase BDS products, although discounts may be available to Members.

9. **Enquiry Data** : You do not have to fill in any forms to ask us a question. You may ask a question by post, email, telephone to the BDS Office, or in person by speaking to a BDS Official. If the Office or BDS Official cannot answer your query themselves, or if they have to look something up or do some research, we will store your name and contact details so that we are able to get back to you with the answer. We do not make any charges for answering your questions. If we have to refer your query to an appropriate BDS Official, or other person, agency or organisation, who will be able to provide an answer, then we will need to send your question to them. You may receive a reply from the BDS Office, or direct from the BDS Official, or other person or organisation. If you **DO NOT** want us to share your personal contact details with anyone other than the BDS Office or BDS Official you have spoken to, please tell us not to pass on your contact details along with your query.
10. **FOR WHAT PURPOSES DO WE COLLECT YOUR PERSONAL DATA ?** We collect your personal data for the following purposes:
- administering and processing your **BDS Membership**, processing your payment and sending you information relevant to your Membership. See BDS Membership below for further details.
 - administering and processing your Application for **Assessment for any BDS Qualification**, processing your payment and sending you information about your test date and venue, sending your Certificate of achievement, answering any queries you may have, and resolving any problems which have been identified about your Assessment. You do not need to be a BDS Member in order to take BDS Qualifications, although discounts are available to BDS Members. See Applications for BDS Assessments below for further details.
 - Administering and processing your Application for a BDS **Horse Passport**, or change of detail Application, sending you the Horse Passport when it has been produced or updated, answering any queries you may have, and resolving any problems which have been identified about your application. You do not need to be a BDS Member in order to apply for a BDS Horse Passport, although discounts are available to BDS Members. See BDS Horse Passports below for further details.
 - Administering and processing your purchase of any **BDS Merchandising** (such as calendars, ties, books, etc), processing payment, sending you the item(s) you have purchased, answering any queries you may have, and resolving any problems you may have about your purchases. You do not need to be a BDS Member to purchase most BDS products (although some items, such as Membership badges are available only to BDS Members), and you may place your order by post, email or telephone to the BDS Office, or purchase in person from the BDS Stand at an event. See BDS Merchandising below for further details.

- **Answering your enquiries** – Where your query cannot be answered immediately by the BDS Official you have asked, it will be passed on to the relevant BDS Official, who will contact you with a reply. You may make an enquiry by post, email or telephone to the BDS Office, or in person of any BDS Official. Your query may be about BDS Membership, Qualifications, Horse Passports, Merchandising, or about an aspect of harness horse driving. You do not have to be a BDS Member to make an enquiry. You do not have to fill in any form to make an enquiry. See Enquiries below for further details.

11. HOW DO WE COLLECT YOUR PERSONAL DATA ? Normally, we collect your data by means of a BDS Application form, which you can download from the BDS website, or ask the BDS Office to send you. Some BDS goods and services do not require an application form. We do not use any marketing sites or services to collect your data; all the data we collect about you will be data you have provided us with when you have applied for BDS services, contacted us to purchase BDS merchandise, or contacted us with a query. How we collect your data in each data category is described below:

11.1.Membership Data: When you send us an Application form to become a Member of the BDS, or when you renew your annual Membership, we collect your contact details, payment details, and date of joining. Please see **Membership Data**, for further details.

11.2.Horse Passport Data: When you send us an Application form for a Horse Passport, or when you send us an application to update any details in a BDS Horse Passport (such as change of ownership of the horse), we collect your contact details, payment details, and legally-required information about your horse. You do not have to be a BDS Member to apply to us for a Horse Passport – BDS Members are eligible for discounts, but anyone can apply. Please see **Horse Passports** for further details.

11.3.Application for Assessment for BDS Qualifications Data : When you send us an Application form to take a test for any BDS Qualification or Unit; ie- if you apply to take the BDS Road Driving Safety Certificate, we collect your contact details, payment details, title of the Qualification or Unit you wish to take, and your date of birth. You do not have to be a BDS Member to apply to us to be tested for any BDS Qualification– BDS Members are eligible for discounts, but anyone can apply. Please see **Qualifications** for further details.

11.4.BDS Merchandising Data: When you contact us by telephone, e-mail or in person in order to purchase any BDS products, such as calendars, ties, books, etc. You do not have to be a BDS Member to purchase most of our products, although only Members are eligible for BDS Membership badges and certain other -Member-only items. You do not have to send us a form to purchase BDS merchandising. Please see **Financial Information** for further details.

11.5. Enquiry Data : When you contact us by letter, email, telephone or in person to make an enquiry, either about any BDS services or products, or if you have a query about harness horse driving or related topics. You do not have to be a BDS Member to make any such enquiry; you do not have to send us a form to make an enquiry.

12. HOW AND WHERE DO WE STORE YOUR PERSONAL DATA AND WHO HAS ACCESS TO IT ?

12.1. We store your **Membership data, purchase and enquiry data** on the BDS Office computer, which is password-protected and accessible at source only by BDS Office staff (a maximum of 2 people), the BDS Chairman, and BDS Data Controller, who monitors the data use.

12.2. Horse Passport data is stored on a separate computer, password-protected and accessible at source only by the BDS Horse Passport Data Processor, the BDS Horse Passport Registrar and the BDS Data Controller who monitors the data use.

12.3. Qualification and Assessment Data is stored on the BDS Office computer, password protected and accessible at source only by the BDS Responsible Officer to the Education Regulators, BDS Awards Board Secretary, BDS Office staff and the BDS Data Controller who monitors the data use.

12.4. Merchandising data is not normally stored for any longer than it takes us to process your purchase. Statistical data – which does not identify anyone by name – is kept for stock-taking and re-ordering purposes.

12.5. Query data may be kept on a subject file, so we can keep track of frequently asked questions and answers and evaluate the opinions and concerns of Members.

13. WHO DO WE SHARE YOUR DATA WITH AND FOR WHAT PURPOSES ?

11.1 Firstly, we **DO NOT** share any financial details with anyone other than the BDS bank (currently Barclays Bank) for the purposes of receiving your payment. For details of how we manage your financial data, please see **Financial Information**.

11.2 We DO share details with the following, for the purposes stated:

- **Membership Information** – Your name, address, telephone number, and email address are shared with :
 - your local BDS Area Commissioner (AC), to enable them to contact you about BDS events, activities and news in your BDS Area
 - your local Branch Chairman if you live in Northern Ireland, Scotland or Wales – for the purposes of communicating with you about local events, activities and news.
 - the printers who produce and dispatch the BDS Yearbook and BDS Newsletter, for the purposes of enabling them to send these to you. They destroy the list as soon as the publications have been dispatched, and we send them a fresh list prior to each dispatch deadline.

- When you first join the BDS as a New Member, your name, address and the BDS Area you are allocated to are reviewed by BDS Council, as per Article 2.5 of the BDS Articles of Association every new Member has to be ratified by Council.
- If you tell us you are prepared to occupy any BDS Official position – ie: BDS Council Member, Committee Member, Assessor, Training Provider, Judge, Branch Chairman, Area Commissioner, Assistant Area Commissioner, Rights of Way Officer, etc, then you will be asked if you consent to having your name and contact details of your choice printed in the BDS Yearbook and BDS Newsletter. This is to enable BDS Members to contact you. We will also ask your consent to putting contact details of your choice on the BDS website, and other official BDS sites, so you can be contacted by Members. If you **DO NOT** wish us to publish your contact details, then it may not be possible for you to occupy certain positions, where your contact point is essential to enable you to carry out the duties of that BDS Official position. It is usually possible to set up a dedicated email address for receipt of BDS matters only, if you do not wish to use an existing email address; please contact us for information about how this can be done.
- If you enter a BDS competition, event or class, you will need to fill in an entry form, with your name, address, contact details and which classes you wish to enter. This information will be shared with the Show organisers, so they can contact you, and take any entry fees due. Where BDS Membership is a condition of entry to any Show or class, the organisers will contact the BDS to check that your Membership is valid (ie: you are a currently paid-up Member, and therefore eligible to enter). If you do not consent to your BDS Membership being verified, the show organisers may refuse you entry, and if you are not a currently paid-up BDS Member on the day of the event, then you may have to forfeit any prize.

As explained elsewhere, **access to the BDS Membership Database** is strictly limited to specific BDS Officials, who are: BDS Office Staff (1 full time person); BDS Chairman; BDS Data Controller.

11.3.1. Assessment for Qualifications data – your name, address, telephone number, email address – shared with the Assessment Centre where you are taking your BDS Test, so they can communicate with you about dates, times and anything relevant to your BDS Test day, and with the BDS Assessor for the purposes of verifying your identity on the day of the test. Where you are not being Assessed as part of a group (ie: it is a one-to-one Assessment), we will give your telephone and email contact details to the Assessor, so they can liaise with you direct to arrange date, time and venue and notify you if there are any last minute changes (such as cancellation due to bad weather).

We are also legally obliged to share your name, address, date of birth and details of your Assessment and Qualification achieved with the Learner Record Service (LRS) for the purposes of creating a Unique Learner Number (ULN) for you. The LRS database is accessible only by ourselves from a secure portal, and by the learner using your ULN. You may give us permission to provide confirmation of any Qualifications you hold with the BDS for the purposes of employment, insurance, at the request of the Police or other Enforcement Officers. **Access to the BDS Qualifications Database** is strictly limited to the following: BDS Office staff (one person); BDS Responsible Officer to Ofqual; BDS Awards Board Secretary; BDS Chairman. For details about how Ofqual manage data, please go to

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/696092/Privacy_statement.pdf . For details of how the Learner Record Service (LRS) manage data, please go to <https://www.gov.uk/education/learning-records-service-lrs>

11.4.1 Horse Passport data – we are legally obliged to share your name, address, contact details and mandatory information about your horse with DEFRA and the Central Equine Database (CED). **Access to the BDS Horse Passport Database** is strictly limited to: The BDS Horse Passport Data Processor and the BDS Horse Passport Registrar. We migrate information once a month onto the CED. For information about how the Equine Register (who are the Data Processors for the CED) manage your data, please go to <https://www.equineregister.co.uk/home/privacy>

12. DATA WHICH IS STORED IN HARD-COPY FORMAT, AS BACK-UP AND FOR REFERENCE :

- Signed Applications for **Membership** and Renewal forms which you have returned to us are securely stored in the BDS Office;
- The original Application for a BDS **Horse Passport**, original silhouette, and horse identity information – to enable us to verify the core data in case of any query about the animal's identity. Change of Detail Forms which you have sent to us, plus any correspondence we have had about your Horse Passport, are securely stored in the BDS Horse Passport Office.
- Application for Assessment for BDS **Qualifications** forms which you have sent to us plus the Marksheets which record the results of your tests, copies of the Certificates which we have issued when you have achieved a BDS Qualification, and any correspondence we have had about qualifications, assessments or certificates are securely stored in the BDS Office.
- **Merchandising and Enquiry** data is not normally stored in hard copy for any longer than it takes to process your purchase or answer your enquiry. However, Enquiry data may be printed out and sent to the BDS Official who will be responsible for replying to your question, or where a policy matter has to be referred to BDS Council for a decision, and we may keep the question and answer for future reference. However, where we retain Enquiry data we remove your personal details from the query as soon as we have replied to you, unless you give your consent to storing your name and contact details with the paperwork.

13. HOW DO WE USE YOUR PERSONAL DATA ?

Data is used in different ways, depending on the data category; please see the relevant data category to see how this is managed. Please note, if you have applied for more than one of our services or merchandise, then you should view each category. We use data for the following purposes:

- **Administrative** : to enable us to record your application, merchandise order, or query; to be able to communicate with you; to be able to supply you with the goods or services which you have requested; to be able to provide you with an answer to your question.
- **Legal** – The BDS is an Awarding Organisation regulated by Ofqual, and also a Horse Passport Issuing Organisation (PIO) regulated by DEFRA. If you apply to us for Assessment for a BDS Qualification, or for a BDS Horse Passport, then we are legally obliged to collect,

store and share certain relevant information with the appropriate authorities. Please see **Qualifications** and **Horse Passports**, below, for further details.

- **Financial** – Where you pay us for goods or services, we record the item(s) you have paid for, the amount, and process the cheque, card or cash for payment into the BDS bank account. Please see **Financial Information** below, for further details.
- **Communications** – if you have communicated with us, either by post, email, telephone or in person, then we will collect your contact details to enable us to reply to you.

14. BDS MEMBERSHIP DATA

14.3. New Members need to apply for BDS Membership by filling in the BDS New Members' Application Form – downloadable from the BDS website, or request a form from the BDS Office. By filling in a Membership Application Form and paying the appropriate fee, you agree to abide by the Terms & Conditions of BDS Membership, as set out in the BDS Articles of Association, Duty of Care and Accident Prevention, and any other Rules or Regulations of the Society, sanctioned by BDS Council and published in the annual BDS Yearbook, and/or on the BDS website or Newsletter (www.britishdrivingsociety.co.uk) for the current year (NB: any new, or updated, regulations or rules which are made after publication of the BDS Yearbook will be published on the BDS website as quickly as possible after they are passed by Council).

By signing the BDS Application for Membership form, you also agreed to us **sharing** your name, address, telephone number and email with your local BDS Branch Chairman; local Area Commissioner (AC) – or AC of your choice; and with BDS Committees and Officials for the purposes of informing you about BDS events and activities in which your Membership entitles you to participate. You have also agreed to us sharing your name and address with the BDS printers, to enable them to send the BDS Yearbook and Newsletters to you.

14.4. If you are an existing BDS Member: ie: you have paid your Membership subscription to the BDS for the current year, you will have originally filled in a Membership Application form and by doing so have agreed to abide by the Terms & Conditions of BDS Membership, as set out in the BDS Articles of Association, Duty of Care and Accident Prevention, and any other Rules or Regulations of the Society, sanctioned by BDS Council and published in the annual BDS Yearbook, and/or on the BDS website or Newsletter (www.britishdrivingsociety.co.uk) .

By signing the BDS Application for Membership form, you have also agreed to us **sharing** your name, address, telephone number and email with your local BDS Branch Chairman; local Area Commissioner (AC) – or AC of your choice; and with BDS Committees and Officials for the purposes of informing you about BDS events and activities in which your Membership entitles you to participate. You have also agreed to us sharing your name and address with the BDS printers, to enable them to send the BDS Yearbook and Newsletters to you.

15. HOW LONG DO WE RETAIN YOUR PERSONAL DATA ?

Please see the relevant categories for information about how long we retain data in each category

15.3. Membership Data: BDS Membership is renewable annually. We retain your personal data from the date you join each year until 31st May of the following year. This is to enable you to renew your Membership at any time up to 31st May of the following year without incurring additional administrative supplements. If you renew by Direct Debit, we keep your Direct Debit payment details for 12 months, to enable us to collect payment for the next year. Please see **Financial Information** for further details.

15.4. Qualification and Assessment Data: This data is retained by us for your lifetime, in order that we are able to confirm to you – or to any authorised person or organisation – that you hold a BDS Qualification or Certificate of Competence. For example, you may need us to confirm your qualifications for the purposes of Insurance, Local Authority Licence, Police, Health & Safety Executive, Trading Standards, or similar. You may also authorise us to provide such information to a prospective employer, although we will not release the information without written instructions from you, and will require proof that you are the owner of such personal information.

15.5. Horse Passport Data: This data is retained by us until we are notified of the death of the horse, or for 33 years if we have no notification of the horse's death. The personal information we store includes name and address of the original Applicant, plus all changes of ownership. You cannot ask us to erase this information as it is a legal requirement.

15.6. BDS Merchandising Data: We do not retain full details of your name, address, contact details or details of payment for any longer than it takes us to process your payment and dispatch your order. However, our bank statements confirming receipt of payment will record your name and the amount you have paid. Our Merchandise Database will record the same information, and this will be shared with the BDS Accountants for the purposes of producing the BDS Income and Expenditure annual records. Financial records of this type are kept for 7 years, for tax purposes.

15.7. Queries Data: We do not retain a database for correspondence or queries. We retain your name and contact details, usually in an appropriate subject file, for as long as it takes us to reply to your letter/email/telephone call or answer your question. Where correspondence about a subject is on-going, or a recurrent subject, we will keep your correspondence on file for future reference unless you give us written notification that you wish us to delete it. Please see **Removing your data.**

16. REMOVING YOUR DATA – RIGHT TO BE FORGOTTEN

The GDPR gives you the right, in certain cases, to have your personal data erased from our records. There are legal exceptions, which are explained below. Please be aware that once we have removed your personal data, then we will no longer be able to provide you with any information about your Membership, which may affect you being able to rely upon the BDS Members' Public Liability Insurance. Please see HOW LONG DO WE KEEP YOUR DATA and INSURANCE, below.

16.3. Membership Data

If you notify us in writing that you **NO LONGER** wish to be a BDS Member and no longer wish us to keep your name and contact details on the BDS Membership Database, or to use your

data to communicate with BDS Officials and trusted suppliers, then you need to let us know in writing/email that you wish us to delete all your personal information from our Membership Database. We will delete your information as soon as possible after we receive your notification. We may ask you for proof that you are the person who owns the data which you have asked us to remove.

- 16.4.** Please be aware that if you do not renew your annual BDS Membership before 31st May, then we will delete you from the BDS Membership Database, and you will need to re-join the BDS and pay the New Member's administrative surcharge if you wish to be a Member after that date. Please note, that, unless you request us to do otherwise, we keep a record that you have previously been a Member for 3 years from the last expiry date of your Membership, so that we can confirm to the BDS Insurers that you were a Member on a particular date, in the event of an Insurance claim.
- 16.5.** If you notify us in writing/email that you wish to resign your Membership before 31st December in any year, then we will delete your personal data from the BDS Membership Database and you will not receive any further communications from us.
- 16.6.** If you notify us in writing/email that you wish us to remove **ALL** your personal data from the Membership Database, and that you **DO NOT** wish us to keep any previous records of your Membership, including for Insurance purposes, then we will do so with immediate effect, but you should be aware that this will mean we will no longer be able to confirm that you were a Member on a particular date in the event of an Insurance claim.
- 16.7.** **If you are a prospective BDS Member**, ie: you are considering becoming a BDS Member, then you should read the BDS Articles of Association, published on the BDS website at www.britishdrivingsociety.co.uk and should understand that by signing the BDS Application for Membership form and paying your Membership fee you agree to your personal data being stored on the BDS Membership Database, and used by us for the purposes of administering your BDS Membership, and to communicate with you for the purposes of sending you information about BDS Membership, publications, events and activities. You also agree to us sharing your name, address, telephone number and email with the relevant BDS Branch Chairman, Area Commissioner (AC), and BDS Committees and Officials for the purposes of informing you about BDS events and activities in which your Membership entitles you to participate.
- 16.8.** **If you tell us in writing that you DO NOT want us to store or to share your personal data, as per 16.7 above, then you will not be able to receive any BDS Membership information, publications, or be contacted about local BDS events and activities, and we will not be able to confirm your Membership to the BDS Insurance Company in the event that you wish to take advantage of the BDS Members' Public Liability Insurance.**

- 16.9. Qualification and Assessment Data:** You cannot ask us to erase your Qualification and Assessment data, as we are legally obliged to retain this for your lifetime, in order that we are able to verify whether you hold a particular BDS Qualification or Certificate of Competence.
- 16.10. Horse Passport Data :** You cannot ask us to erase your personal data from BDS Horse Passports or the BDS Horse Passport Database, as we are legally obliged to retain this until we are notified of the death of the horse, or for 33 years if we are not notified of the horse's death.
- 16.11. BDS Merchandising Data:** We do not keep your personal data about merchandising you have purchased from us for any longer than it takes us to process your order and dispatch your items.
- 16.12. Correspondence and Queries:** You may write to us by letter or email, or make enquires by telephone. If you ask us to delete your written or emailed correspondence, then we will do so, but this means your views, requests, suggestions, etc, will no longer be available to Council, and will result in us being unable to address any issues you may have raised, or credit you with any of your suggestions which we have followed up.
- 16.13. BDS Council Minutes:** We cannot erase anything from BDS Council Minutes, BDS AGM Minutes, or BDS Committees once they have been voted as Approved by the appropriate BDS body, as these are permanent Records of the Society.

17. FINANCIAL INFORMATION

How do we manage your payments to us, and what records do we store and share ?

The BDS bank is currently Barclays Bank. Visit www.barclays.co.uk/important-information/privacy-policy for details of how they manage financial information.

The BDS Accountants are currently Wilkins Kennedy Ltd. Visit www.wilkinskennedy.com/privacy-statement for details of how they manage this information

17.1 You can pay us in any of the following ways:

- Cheque sent to the BDS Office, either with an Application Form, or with an order for BDS Merchandise
- Debit or credit card by telephone to the BDS Office
- Direct Debit Mandate – only in respect of Renewal of BDS Membership
- Cash – in person by visiting the BDS Office, or by handing to a known BDS Official (please make sure you get a receipt for your own records)

17.2. Cheques :

- for Membership, Horse Passport and BDS Merchandising, cheques must be made out to **THE BRITISH DRIVING SOCIETY LTD. We are not able to pay in cheques if they are not made out correctly, so will have to return them to you for revision; your Membership, Horse Passport and purchases cannot be processed, and will not be valid, until we receive payment.**
- For Assessment for Qualifications, cheques must be made out to **THE BRITISH DRIVING SOCIETY AWARDS BOARD. We are not able to pay in cheques if they are not made out correctly, so will have to return them to you for revision; we will not be able to process your Application for Assessment, nor confirm an Assessment date until we receive payment; we will not be able to issue your Certificate of Qualification until we have received payment.**
- When we receive a cheque in payment from you, we record the item or service for which you have paid against your Application Form or order for merchandise. We enter the name of the payee, the amount, and what the payment is for on the bank paying-in form, which we keep for our records. If your payment is in respect of BDS Membership, we write your Membership Number on the back of the cheque, so we can trace it to you in the event that the bank return it to us. We give the cheque and paying-in form to our bank, for paying into the BDS bank account. When we receive our bank statement, this records your name against the amount you have paid to us.
- We **DO NOT** record or retain any details about your bank account number, sort code, or who you bank with.

17.2 Debit and Credit card payments:

You may make a debit or credit card payment over the telephone to the BDS Office to pay for Membership, Renewal of Membership, Assessment for BDS Qualifications, Horse Passports, BDS Merchandise.

- The BDS Office (01379 384 612) is able to take card payments between 10.00am and 4.00pm Monday to Friday (except for public holidays).
- You will be asked to give your name, and asked what services or item you wish to pay for.
- If you are paying for **BDS Membership or Renewal of Membership**, you will be asked for your address and Membership number, and whether you are paying for a single Adult, Dual or Junior Membership. You will be told the amount payable in your chosen category, and given an estimate of when you may expect to receive your Membership card. Please be aware that the BDS Office is extremely busy in December, January and February, and that we have limited staff, so your Membership card, or New Member's Pack, may not be able to be dispatched immediately.

- If you are paying for **Assessment for a BDS Qualification**, you will be asked for your name, address and which BDS Qualification or Unit(s) you wish to pay for. You will be told the amount payable for your chosen item. If an Assessment date and venue has already been booked, the Office will confirm this to you. If you are awaiting a date, the Office will tell you that we will contact you again as soon as a suitable date becomes available. Please be aware that Assessments may be postponed to another day during the winter months, due to bad weather.

- If you are paying for a **Horse Passport, or Change of Detail**, you will be asked for your name, address and the 15 digit reference number on the Passport (if you do not know this, we will ask you other security details). You will be told the amount payable for your chosen item. We will give you an estimate of when we should be able to dispatch your Horse Passport. Please note that there may be delays in dispatch if we find there are discrepancies when we check the passport against our Database, and we may need to contact you to resolve these before it can be processed or issued.

- If you are purchasing any BDS Merchandising – calendars, ties, books, etc – you will be asked for your name and address (so we can post the item to you), what item you wish to purchase and how many you want. You will be told the amount payable for your chosen item, and an estimate of when it will be dispatched – usually within 24 hours, providing the item is in stock. Where any part of your order is not in stock, we will dispatch it as soon as it becomes available.

- Once we have established with you what you wish to pay for, and how much the item or services will cost, we will ask you to read out the long number on your debit or credit card, followed by the expiry date, and the 3 security numbers on the back of the card.

- The operator will input this information directly into the BDS card machine whilst you are still on the telephone, and will confirm to you when payment has gone through.

- If payment does not go through, we will ask you if you can confirm the numbers on the card, whilst these are inputted again. If payment still does not go through, we will ask if you wish to pay by a different card or method.

- If payment goes through, we will tell you approximately how long it will be before we can send the item or provide the service.

- Only the BDS Office (maximum of 2 staff), the BDS Chairman and BDS Data Controller has access to the card machine.

We DO NOT keep any of your card payment details for any longer than it takes us to process your payment. If we have any card payment details written down, we destroy these by shredding and then burning as soon as the payment has gone through.

17.3. Direct Debit Mandate

- if you wish to renew your Membership by Direct Debit Mandate, you will need to fill in a Direct Debit Mandate form, which is downloadable from the BDS website, or can be sent to you on request by the BDS Office.
- Direct Debit is only available for Membership Renewals.
- We take Direct Debit payments for Renewal of Membership on 31st December each year for the following year's Membership.
- If you wish to renew by Direct Debit, we must receive the Mandate in the BDS Office no later than 1st December, in order to be able to process it for payment by 31st December.
- We send your Direct Debit Mandate to your bank for processing. We keep a record of your bank, bank account, and sort code against your name on the BDS Membership Database, so that we can collect payment each year.
- Only the BDS Office staff (2 people maximum), BDS Chairman and BDS Data Controller has access to your Direct Debit information.

We do not share your financial information with anyone other than APT Bureau, who process our direct debit payments, and with the bank in order to receive your payment. Please see details of Barclays Bank and APT Bureau in Appendix 1.

IF YOU HAVE ANY QUERIES ABOUT ANY OF THE ABOVE INFORMATION, PLEASE CONTACT THE BDS OFFICE.

APPENDIX I REGISTRATION AND REGULATION

The BDS is registered with and regulated by various national and Government organisations – please see Appendix I for full details.

- **Companies House**, as a not-for-profit Company Limited by Guarantee. Company Registration No: 04612597. We **DO NOT** share any personal data about BDS Members with Companies House, except in the case of BDS Council Members, who have to be registered with Companies House as Members of the BDS Board of Directors (ie: BDS Council) for the period of their term of Office. They are required to provide a wide range of personal details, including: full name, any previous names, address, any previous address within the past 10 years, date and place of birth, Mother's maiden name, bank account details, details of any other companies of which they are a director or company secretary. Most of this information is strictly confidential to the BDS and Companies House, and only a Council Member's name, current address, date of birth and details of other companies of which they are directors are published on the Companies House website, as per legal requirements. Council Members are also required to provide information about their bank details and a signature to the BDS bank (currently Barclays Bank) for the purposes of preventing fraud; this information is kept by the bank and is **not** published.
- **Information Commissioner's Office**. Registration No: Z8010141. Regulators for the General Data Protection Regulations legislation.
- **Ofqual and CCEA Northern Ireland – Qualification Regulators**. The BDS is an Awarding Organisation for vocational qualification regulated by the Department for Education's and Northern Ireland's Qualification Regulators. Ofqual Registration Number: RN5116; as a regulated Awarding Organisation, we have a legal duty to submit quarterly statistical data to the Qualification Regulators; quarterly statistics **DO NOT** include any information which could identify you.
- **UK Register of Learning Providers** - the Government's national register of learning providers; Registration Number: 10018894.
- **Learner Registration Service (LRS)**- the Government's national register of candidates and qualification achievements. As a regulated Awarding Organisation, we are obliged to create a Unique Learner Number (ULN) for each candidate who applies to us for assessment for BDS qualifications. The information we provide is: your name, address, date of birth, the BDS qualification you have applied to take, and a record of the qualifications you have achieved. Your ULN remains with you for life, and can be used by you to prove you hold a particular qualification, so if you have previously been a student with any educational establishment, or a candidate for assessment with any other Awarding Organisation, then it is likely that you already have a ULN when you apply for Assessment with the BDS, in which case we will use your existing ULN.

- **Department for Transport (DfT)**, as the sole Awarding Organisation for the Code of Practice Certificates for Drivers of Commercial Horse Drawn Vehicles on the Public Highway, for the purposes of enabling them to obtain Local Authority licences to either operate as Hackney Carriages or horse drawn Omnibuses, or as Private Vehicle Hire providers.
- **Department for Environment, Food and Rural Affairs (DEFRA)** The BDS is a DEFRA-Registered Horse Passport Issuing Organisation (PIO). DEFRA Registration No: 826049– for the purposes of issuing Horse Passports; we are required to provide them with your name, address, telephone, email (where provided), and details about any horses you have applied to register with us. This information is shared through DEFRA’s Central Equine Database (CED). Your full personal information is only available to ourselves (for the purposes of processing your horse passport), to DEFRA for the purposes of preventing horsemeat containing certain veterinary medications from entering the human food chain, disease surveillance and control, and the CED for the purposes of storing the information for DEFRA. You will be able to view the CED and DEFRA data protection policies on their websites to see how your information is managed by them.
- **DEFRA; Police; Trading Standards enforcement officers** – for the purposes of confirming whether we have issued you with a WATOs Certificate (Certificate of competence in equine transport by road) following assessment. This information is available only on specific written/email request by DEFRA, the Police or Trading Standards enforcement officers, and is requested by them if you are subjected to a lawful check on your competence to transport horses by road.
- **The BDS bank** – currently Barclays Bank – for the purposes of receiving your payment for BDS goods and services.
- **APT Bureau** for the purposes of taking debit and credit card payments over the telephone, Direct Debit payments and BACS transfers.