

Adventure Café & UK GDPR

Privacy Policy



Data Protection Mitigation

1.0 Adventure Cafe holds an Information Commissioner's Office certificate.

1.1 All leaders are required to read this policy document as part of their training alongside further guidance outlined in their leader handbook.

1.2 Adventure Café annually reviews data protection standards annually.

1.3 Adventure Café commits to following the most current data protection standards and in line with the Data Protection Act 2018.

Collection of Data

2.0 Adventure Café will request participant data to include contact, identification, medical, fitness & next of kin information from all participants (data subjects) to allow our team to make informed decisions and in case of an emergency.

2.1 Adventure Café works closely with companies, charities & private groups to establish best practice in the collection & transfer of personal data.

2.2 Adventure Cafe will either collect personal data from one of the following methods:

- a) Directly from participants signing up through Adventure Café's online booking forms. Adventure Café may use either Jotform or Google forms for this purpose.
- b) Transfer of encrypted data collated by our lead client. This may be via Google sheets or Microsoft Sharepoint. A password must be sent via a secondary electronic methodology. Adventure Café will accept this via email or WhatsApp.
- c) Adventure Café may require last minute signups to complete a paper form.
- d) Adventure Café leaders/marshals may be required to complete an accident/incident/near miss form on paper should there be no means for electronic completion at that time.
- e) Information and media shared on leader/marshal/participant WhatsApp groups.

Containment of data

3.0 All participant data will be held on secure cloud servers to include Google Sheets and Excel spreadsheets and Microsoft OneDrive.

3.1 Participant contact & identification information will be held on Adventure Café's customer relationship management (CRM) system for the purposes of invoicing. This information is held via Microsoft SQL server and backed up with an encrypted external hard drive.

3.2 Participant data will never be downloaded to a PC or to an unencrypted external hard drive.

3.3 All participant data available to Adventure Cafe will be password protected.

3.4 Adventure Café will only use participant data for the purpose of risk prevention, safety management & incident reporting.

3.5 Any participant data collected by paper will be imported to electronic form as soon as practicably possible & the paper form will then be destroyed.

3.6 Leader/marshal/participant WhatsApp group logs to include any media may be exported and saved down to our secure cloud server (Microsoft OneDrive) for the purposes of evidencing effective supervision and management.

3.7 In the event of an incident/accident/near miss, relevant participant data to include WhatsApp data will be held electronically for 10 years.

3.8 Adventure Café will retain all other participant data for 3 years in case of potential claims. After 3 years this data will be destroyed.

Interpretation of data

4.0 Adventure Café will vet all participant's fitness & medical data to ensure they are safe to partake in a challenge event. Should there be any doubt, Adventure Café shall make contact with the participant to discuss further and request a doctor's letter if appropriate.

4.1 Participant data may be utilised in the event of emergency to aid First Aid decision making.

Sharing of Data

5.0 Adventure Cafe may be required to print paper copies of participant data for leader/marshal awareness and participant safety on event.

5.1 Adventure Cafe will print the data in a three-part system so that any data on a single sheet cannot be interpreted by anyone else as an additional fail safe measure. Each component will be physically retained by leaders in separate places. The 3 components of data are as follows:

5.1.1 Participant Event Number, Full Name and Mobile Phone Number.

To be retained by all event leaders in waterproof phone/map case or in secure zipped pocket. Alternatively, this may be a PDF sent to leaders/marshals by WhatsApp.

5.1.2 Participant Event Number & Medical Details.

To be retained by all event leaders in waterproof casing within their First Aid Kits. Copies of this sheet only may be posted by recorded delivery to an event/activity/tour manager in advance to distribute to the leader/marshal team.

Data to include the following:

- a) Participant event number
- b) Dietary requirements
- c) Allergies
- d) Medical conditions
- e) Current medication

5.1.3 Participant Event Number & Emergency Details.

To be held only by the Event Manager in their Event Management Folder along with all other personal data components. This data must be always kept on the Event Managers person or

stored securely within a support vehicle. This sheet only may be emailed via an encrypted spreadsheet to the event/activity/tour manager.

Data to include the following:

- a) Participant event number
- b) Gender
- c) Date of Birth
- d) Address
- e) Postcode
- f) Home Telephone
- g) Next of Kin Name
- h) Next of Kin Relation
- i) Next of Kin Phone Contact

5.2 Participants will be provided with an event number upon registration. Participants are required to always display their number whilst on activity. Event numbers will be issued via a wristband, armband, helmet sticker or on a lanyard.

5.3 Participant names, flight, passport info, travel insurance policy company name & policy number may be printed into a folder or sent via WhatsApp for the event/activity/tour manager.

Leaders/Marshals Use of Data

6.0 Leaders/marshals will be informed of any serious medical issues via a leader/marshal briefing. Event/activity/tour managers will be informed of any potentially serious leader/marshal medical issues. Permission must be requested to share data with the rest of the leader team if required.

6.1 Leaders/marshals will be able to identify participants through their event number and refer to the participant data available to them if required.

6.2 Participant data is never shared with any external third party except for contracted medical service providers supporting the activity or with emergency services in the event of emergency.

Mobile Phone Number Sharing Agreement

7.0 Participant phone numbers may be entered into an Adventure Café emergency phone and deleted after the event.

7.1 A participant WhatsApp group may be set up by Adventure Café or by our client if permission is granted from the charity, corporate partner or lead participant on a private group.

7.1.2 The WhatsApp group will be a primary method of communication between leaders/marshals and participants whilst on event. This encrypted messaging service is recommended to participants on our registration forms in order to support location sharing for lost participants or in the event of injury/medical emergency alongside any potential changes to the itinerary alongside general group information & media sharing.

Participant Data Destruction

8.0 Leaders/marshals must delete any electronic participant data from their devices and destroy or hand in any printed participant data to the event/activity/tour manager post activity.

8.1 The activity/event/tour manager is required to ensure all electronic participant data is deleted from all leader/marshal devices and printed participant data is collected from the leader/marshal team and destroyed post activity or returned in person to Adventure Café to destroy.

8.2 Destruction of data may include:

- a) Shredding data
- b) Burning data

8.3 Any participant data required for writing up incident/accident/near miss reports may be held by leaders/marshals until held electronically by Adventure Cafe.

Use of organisation name & logo

9.0 Adventure Café will use the name and logo of relevant companies/charities/sponsors during the term of engagement for promotional and participant information material. All materials will be provided to the company/charity representative to approve.

9.1 Company/charity logos may be used in proposal documents for the express purpose of highlighting a selection of some of our previous clients. The company/charity must confirm by email if logos are not to be used for this purpose.

Use of images, videos, statements and any other media

10.0 Photo consent is outlined within our booking forms.

10.1 Adventure Café leaders will take photographs and videos of participants for the purposes of social media, website, marketing & participant information documents.

10.2 A leader/marshal will provide an oral briefing regarding taking/sharing photos.

10.3 Individuals may choose to opt out of having photos taken and/or shared of them upon request. This may need to be communicated to the whole group to ensure action.

10.4 Charities, companies & private group representatives must inform Adventure Café of any individuals who they become aware of who wish to opt out of having photos being taken and/or shared of them.

10.5 Photographs/videos may be shared between participants and Adventure Cafe via WhatsApp or via email. We advise all organisations/group representatives working alongside Adventure Café to inform their participants of this.

10.6 Any photos/videos/images/logos shared on leader/marshal/participant WhatsApp groups/ email may be used by Adventure Café on social media, website, marketing & participant info documents. Adventure Café will remove photos/videos of individuals upon their request.

10.7 Statements provided by participants electronically may be used for marketing materials.

10.8 In the event of an incident investigation, further calls or WhatsApp messages may be made to participants/leaders/marshals that may need to be recorded as supporting evidence.

Data Processing Terms & Conditions

10.0 Adventure Café Ltd will be a data processor acting on behalf of the charity/corporate partner/group in relation to the processing of Participant Data. Where Adventure Café collects and processes personal or sensitive information in relation to the safety and wellbeing of the participants, Adventure Café will be the Data Controllers for this information.

10.1 Adventure Café will notify the charity/corporate partner/group representative immediately if they consider that any of their client's instructions infringe Data Protection Laws.

10.2 Adventure Café will implement the appropriate technical and organisational measures outlined in this policy to protect the security of Personal Data processed in performance of the services required, and to protect Personal Data against unauthorised or unlawful processing, accidental or unlawful destruction and damage or accidental loss, alteration, unauthorised disclosure, or access.

10.3 Adventure Café will comply with all laws that apply as a data processor of Personal Data and provide the charity/corporate partner/group with co-operation, assistance and information as they may request, to comply with its obligations under the Data Protection Laws or to another data controller of the Personal Data, provided by the charity/corporate partner/group.

10.4 Adventure Café will only disclose Personal Data to, or allow access by, its staff and contractors who have had appropriate guidance in data protection and confidentiality matters and whose use of Personal Data is necessary for the performance of their job function.

10.5 Adventure Café ensures all employees and contractual staff who can access Personal Data are appointed as persons in charge of the processing and are informed of its confidential nature and do not publish, disclose or divulge any of the Personal Data to any third party.

10.6 Adventure Café will notify the charity/corporate partner/group without undue delay and no later than within 24 hours of becoming aware of any Security Incident with all relevant details reasonably available, or required by Data Protection Laws, and provide reasonable cooperation and information to assist in the investigation, mitigation and remediation of a Security Incident, and keep the charity/corporate partner/group properly informed.

10.7 Adventure Café will only carry out data processing as necessary for the purposes of its engagement with the charity/corporate partner/group and in accordance with this policy.

10.8 Adventure Café shall comply with any, and all, of its obligations under this policy (and any Schedules forming part of the Agreement), Data Protection Laws and Applicable Laws.

Summary of Definitions:

"Applicable Laws" means all applicable laws, statutes, regulations and codes from time to time in force;

"Data Protection Laws" means: (a) Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (the "General Data Protection Regulation"); (b) the version of the General Data Protection Regulation in force in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 and the Data Protection Act 2018; (c) any legislation in force from time to time in the United Kingdom which implements the European Community's Directive 95/46 EC and Directive 2002/8/EC, the Privacy and Electronic Communication (EC Directive) Regulations 2003; and (d) any other legislation in force from time to time in the United Kingdom relating to privacy and/or the processing of Personal Data;

"Data Subject" has the meaning given to that term in the Data Protection Laws;

"Personal Data" has the meaning given to that term in the Data Protection Laws;

"Security Incident" means any accidental or unlawful destruction, loss or alteration of Personal Data, or any unauthorised disclosure of or access to Personal Data.