Data Processing Policy

August 2019

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1. Introduction and Requirements

This document has been prepared to formalize its procedures and handling of data relating to its external parties.

1.1 Definitions

Affiliate: means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity, from time to time.

Agreement: means the agreement under which Lunar has agreed to provide Products to the Client, of which these Data Processing Policy form part.

Control: the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company (whether direct or indirect), and controls, controlled and the expression change shall be construed accordingly.

Client: this includes customers which are party to the Agreement in relation to the supply by Lunar Products and other parties involved in business negotiations and relationships with Lunar.

Lunar: means Lunar Automotive Ltd (Company Number 12133933) and its Affiliates

Products: means the goods and services (or any one or more of them) supplied or agreed to be supplied by Lunar to the Client.

Removable Media: means any type of storage device that can be removed from a computer while the system is running or not. Examples include the following media, although this is not an exhaustive list: USB Pen drive, Portable Hard Disk, Memory Card, Floppy Disk, Magnetic Tape, CDs, DVDs, Blu-Ray disks, Zip Disk

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1.2 Contact Details

Lunar does not require the appointment of a DPO. Contact details for the Company

Lunar Automotive Ltd
6 Sherdley Road
Lostock Hall
Preston
Lancashire
PR5 5JF

Tel: 01772 337628
Email: marketing@lunarcaravans.com
Company Registration Number: 12133933

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2. Classifications of Data

2.1 Business Data

Lunar collects business data from its clients during normal business activities.

Data at pre-sales stage is usually obtained by reference from a third party or by direct contact initiated by the client. Additional business data may be obtained during the sales cycle direct from the client.

Data at post-sales stage is only obtained directly from the client under the provision of Products such as sales or support.

We share information with approved suppliers for the provision of our Products only when that information is required to provide said Products.

2.2 Personal Data

Any personal information relating to an individual's name, Email address or mobile number is only obtained under the heading of Business Data. No personal data is directly acquired and is only provided by the Client.

2.3 Sensitive Personal Data

Lunar collects no such data for any external parties. The only medical data relates to current staff where necessary.

2.4 Children's Personal Data

Lunar collects no such data

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2.5 Legitimate Interest

The use of data held and which has been gathered with the consent of the Client will only be used by Lunar for general Marketing when specific permission has been granted for this purpose.

Contact details and data, we hold may be used for Marketing that is considered for legitimate reasons. Clients may be informed of changes and potential benefits that we believe may be of interest and which we feel we have a duty to deliver as part of our Products.

Marketing of a general nature may take place to Clients which have provided email contact details on web sites that do not hold any personal or personally traceable information.

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3. Confidentiality

Any individual directly employed by Lunar agrees to the following within their Terms of Employment

3.1 Staff Confidentiality

Lunar staff acknowledge that in the ordinary course of their employment they will or may have access to confidential information, and that from time to time they will or may be informed that certain information with which they have access to is confidential.

They agree that they will not, either directly or indirectly, and whether during the course of their employment or after its termination (Without limit in time) either for their purposes of or that of any other party, and for any reason including but not limited to financial gain, use or divulge or communicate to any person, firm, Company or organization any information that they know or ought reasonably to have known to be confidential, including information that they are told is confidential, concerning the business or affairs of the Company or any of its or their customers, clients or suppliers.

For the purposes of this clause, "confidential information" means any information identifying a customer, trade secrets, customer lists, designs, information regarding product development, marketing plans, sales plans, projected acquisitions or disposals or properties, operating policies or manuals, business plans, purchasing agreements, financial records or other financial, commercial, business or technical information relating to the Company or information designated as confidential or proprietary that the Company may receive belonging to suppliers, customers or others who do business with the Company.

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3.2 Code of Practice

Our staff are trained to ensure they understand the importance of any data that is presented within Lunar via email, post or verbal advice from the Client with the authority to present such data. The use of the data in a hard copy form will be limited to an immediate requirement for handling that data and on completion of the exercise that Lunar is required to perform is so completed that the hard copy will be shredded. Staff data may be required to be kept in hard copy format for the purposes of Payroll and HR Management purposes and when this is the case it will be in a secured and locked filing system.

All data that may refer to external company, external personal or internal staff details or data will be transferred to electronic storage when the purpose of the data requires to be held legitimately for the fulfillment of legal, processing and for reference for the required period of time. Staff data will be kept for the purposes of Payroll and HR Management purposes.

The electronic receipt and transfer of data to and from Lunar's care will be undertaken in a secure manner when Encryption will be used for any transfers to internal storage or to external data storage facilities or to authorized Client sites as necessary within the terms of performing our supply of Products. We may also request access to data other than our own company data and where this or the receipt of data is necessary to carry out our work this will be done within our Code of Practice.

All data and contact details provided by our clients or by businesses with which we are conducting negotiations or general business will be stored with the consent of the authorized business representative or the person whose details are being provided. These will be stored, processed and controlled as outlined in these policies.

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4. Technical

This section details our standard methods and policies for handling data. Any queries will be brought to the attention of line manager or at Director level.

4.1 Remote Access

Where VPN connections are configured and employed these will use encryption to ensure security of data being transmitted.

4.2 Personal Data Within Lunar Websites

Only Lunar approved providers will be used to provide Website Hosting. Those providers will comply with ISO27001 to ensure security of the environment and any such data contained therein. Data within the Website environment will be treated securely (see item 4.5)

4.3 Offsite Backups

Where backup media is taken offsite any backup data will be stored with encryption and only be taken offsite by authored personnel. Any such backup media will be stored securely and not left in vehicles overnight.

Where automatic offsite backups are employed any data will be encrypted prior to transmission. Any such providers for Offsite Backups will be approved by Lunar.

4.4 Removable Media

Any data that is recorded onto Removable Media that relates to Lunar, Clients or Affiliates will be stored safely and not provided to unauthorized parties. Data will be encrypted unless that removable media is stored in a secure area such as a safe or vault.

4.5 Access to Data

Where an Application is made available to any user that contains business or personal data then said Application will employ password protection as a minimum to ensure authorized access to data.

Data stored within SQL Databases will only be accessed by authorised personnel and for activities that relate to carrying out their job functions.

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4.6 Passwords

Where VPN connections are configured and employed these will use encryption in line with Lunar's standard procedures and policies. Passwords will not be shared unless authority is given.

Where a password reset is requested or necessary it shall only be carried out by an authorized member of Lunar personnel or Affiliate. A record of this event will be documented by Lunar.

4.7 Email

Where Hosted Exchange is used then Lunar approved providers will be used. Any such provider will comply with ISO27001 to ensure security of the environment and any such data contained therein.

Strong passwords will be employed for all mail services including Exchange, POP3 and SMTP.

The standard Company Disclaimer will be used by all staff when communicating with external parties. Care will be taken with all content within Email (including message subject, body and attachments) and the intended recipients. Any attachments that contain Business or Personal data backups will be encrypted.

Any Email shots will use a suitable trusted platform and always provide an Opt Out option.

4.8 CCTV

Lunar have CCTV covering the premises with numerous cameras which are all controlled and monitored by a central DVR unit. Access to the CCTV infrastructure is physically secured to prevent unauthorized access to the equipment. Onsite and remote access of CCTV footage is available to key personnel with appropriate security measures to ensure no unauthorized access. The CCTV images are stored for 2 months on a rolling window. Footage is never released to external parties unless directed to by the law.

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4.9 Communication with Any External Party

Care and consideration will be given to any Business or Personal data that is received or given to any external party. Data will only be transferred when there is a legitimate business requirement either on behalf of Lunar, the Client or Lunar Affiliates.

Where this information may cause a data breach then it will be reported to Director level. (see item 4.12)

4.10 Website Policies

Any websites associated to Lunar will carry the following documentation which will also cover any external services that are used.

Privacy Policy

Cookie Policy

Registered address

Contact Us or Feedback pages will have Consent options

Optional Newsletter sign up will use a double opt-in method.

4.11 Documentation Controller

Lunar has carried out an internal audit of data that is used within the organization which covers both internal and external processes. This information has been documented within our 'Documentation Controller' document.

4.12 Data Breach

Where a Data Breach has been identified or reported then a full investigation will be initiated and be reported to Director level. A record of this event will be documented by Lunar. Any parties relevant to this information will be notified of the initial report within 72 hours. We will allow up to 30 days to reach a conclusion and then report our findings to all parties concerned.

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5. Rights under GDPR

If you meet the criteria for compliance, here's what you've got to provide EU citizens and residents.

5.1 The Right to Access

All EU individuals have the right to access their personal data, and to ask how their data is used after it is gathered. As a company, you must provide a copy of all their personal data, free of charge and in an electronic format if requested.

This data must be concise, easily accessible, and easy to understand. It must use clear language and, where appropriate, use visualization. If it regards a child, it must be written in language a child can understand.

Your records of data processing (whenever you've used this data) must also be maintained. You've got to record the purposes for which you processed this data, and these records must be available to supervisory authorities on request.

5.2 The Right to Be Forgotten / The Right to Erasure

If consumers are no longer customers, or they withdraw their consent from your company to use their personal data, they have the right to have this data deleted. This is known as the Right to Be Forgotten – and also applies to people who don't want to be stigmatized due to an action performed in the past.

5.3 The Right to Have Information Corrected

You must provide individuals with the ability to update their personal data to make sure it's not out-of-date, incomplete, or incorrect.

5.4 The Right to Be Informed

Consumers must opt in for their data to be gathered, and consent must be freely given rather than implied. This covers ANY gathering of personal data by companies, and individuals must be informed before this takes place

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5.5 The Right to Restrict Processing

Individuals can request that you don't use their data for processing. Their record can remain in place, but not be used at all.

You will be required to do this if:

- The individual contests the accuracy of the personal data. You must restrict processing of it until it is verified as accurate.
- When they object to it, and you're considering if your legitimate grounds for processing it overrides those of the individual.
- When processing is unlawful, but the individual opposes erasure and requests restriction instead.
- If you no longer need the data, but the individual requires the data to establish, exercise, or defend a legal claim.

You must inform individuals when you decide to lift a restriction on processing.

5.6 The Right to Object

This includes the right of individuals to stop the processing of their data for direct marketing. There are no exemptions to this rule. Processing much stop the second the request is received. In addition, this right must be made clear to individuals at the very start of any communication.

5.7 The Right to Be Notified

If there has been a data breach which compromises an individual's personal data, they have the right to be informed within 72 hours of you first becoming aware of the breach. It is worth noting that the fines for failing to comply with this right are very severe.

You must also report this data breach to the Supervisory Authority within 72 hours. Data processors also must inform data controllers without any undue delay when a personal data breach occurs. This means your cloud provider must inform you immediately if your customer's data has been compromised.

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5.8 The Right to Security of Processing

You must provide “confidentiality, integrity, availability, and resilience” for people’s data, and the systems which store this data. You must have a disaster recovery plan, and any data must be encrypted – both on-rest and in transit.

On top of this, you demonstrate “the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident”.

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