

# GENERAL TERMS AND CONDITIONS

## 1 Overall Aim

- 1.1 The Council and the Trainer are both committed to providing service users with high quality Learning and Development Activities at a fair price and we recognise the need for continuous improvement in economy, efficiency and effectiveness and aim to work together in a spirit of co-operation with a view to ensuring best value is achieved.

## 2 Provision of the Learning and Development Activity - Your Obligations

- 2.1 You agree that you will provide the Learning and Development Activity in accordance with the terms of this Agreement and any reasonable requests of the Council. You will comply with all relevant Legislation, government best practice and standards and Council Rules including in particular:
- 2.1.1 The Equality Act 2010 and all relevant codes of practice issued by the Equality and Human Rights Commission or comparable body;
  - 2.1.2 the Health and Safety at Work Act 1974 in order to protect the health and safety of your personnel and those of the Council and all other people and to adopt safe methods of work. The Trainer must be aware of the Health and Safety requirements of the Venue and must draw them to the attention of those attending the Learning and Development Activity.
  - 2.1.3 the Counter-terrorism and Security Act 2015 (CTSA15) (including any guidance, amendments and all subsequent regulations made pursuant to this Act) and in particular to co-operate with the Council in ensuring the Council's compliance with its obligations under CTSA15 and in particular the Council's obligation under s26 to have due regard to the need to prevent people from being drawn into terrorism in the exercise of it's functions (the "Prevent duty").
  - 2.1.4 the Modern Slavery Act 2015 and any other applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force.
- 2.2 You will provide the Learning and Development Activity in a good, safe and competent manner and free from dishonesty and corruption and in a manner which is not, and is not likely to become, injurious to health or detrimental to the environment or the image and reputation of the Council and will ensure that the Council's interests are protected at all times.
- 2.3 You will, so far as you can, operate an equal opportunities policy which complies with the practical guidance and recommendations contained in the Equalities and Human Rights Commission codes of practice.

2.4 You will support and assist the Council in compliance with our obligations under Best Value, the Human Rights Act 1998 and the Code of Practice on Government Information (1994), and any obligations imposed by any external funder of these Learning and Development Activities.

2.5 **Facilities:** You will no less than fourteen (14) days before the date of the Learning and Development Activity provide in writing to the Council, details of reasonable equipment and facilities required which the Council shall make available for use by the Trainer at the Venue.

### **3 Payment and Invoicing**

3.1 We will pay the Fee to you in accordance with the Payment Periods set out in the Specific Terms.

3.2 At each Payment Period you will give the Authorised Officer an invoice recording all time spent, the Learning and Development Activity provided, the Fee due and confirmation that the online attendance record has been completed by you within 48 hours of the Learning and Development Activity via your registered account on the "mylearningsource" website – the Council's web based managed learning system. The Authorised Officer will consider and verify the invoice in a timely fashion and without undue delay and we will pay any undisputed invoice within 28 days of verification by the Authorised Officer. Failure to complete the attendance record as set out above will result in an administrative charge of £50 being deducted from your invoice.

3.3 The Council will notify you as soon as possible if we become aware that any Learning and Development Activity is not being provided in accordance with this Agreement and you will be given a reasonable period to rectify the position. If rectification does not occur within the period specified, the Authorised Officer will not make a payment in respect of the Learning and Development Activity identified on any invoice and will give you written reasons.

3.4 If the Council makes a payment late you may claim interest on that late payment at 4% above the current basic rate of the National Westminster Bank PLC for the unpaid period.

3.5 We will pay VAT on the Fee at the appropriate rate upon receipt of a formal VAT invoice.

3.6 If the Council and the Trainer agree to vary or extend this Agreement any additional Fee or applicable hourly rates will be agreed between us and set out in writing before any additional Learning and Development Activity is provided.

3.7 The Trainer must include requirements to the same effect as clause 3.2 and this clause 3.7 within any sub-contract entered into for the provision of all or part of the Learning and Development Activity.

### **3A Cancellation**

3A.1 The Council may by notice having immediate effect cancel or re-arrange all or part of any Learning and Development Activity.

3A.2 Where the Council cancels or postpones the Learning and Development Activity, the Council shall pay the Trainer as follows:

- Giving notice of twenty (20) days or more – no cancellation charge will be paid
- Giving notice of between nineteen (19) and ten (10) days – a cancellation charge of 50% of the Fee for the Learning and Development Activity
- Giving notice of less than ten (10) days – a cancellation charge of 100% of the Fee for the Learning and Development Activity.

3A.3 No cancellation or postponement fee will be payable where a course is cancelled at the request of the Trainer.

3A.4 In the event of the Trainer cancelling the Learning and Development Activity within one week of the course date, a 10% administration charge will be deducted from the Fee payable to the Trainer for the re-arranged course.

### **3B Suspension**

3B.1 The Council may by notice suspend this Agreement if an event beyond the reasonable control of the Council or the Trainer prevents the Council from making use of the Learning and Development Activity or prevents the Trainer from providing the Learning and Development Activity.

3B.2 During any period of suspension, the Council is relieved of any obligation to pay the Trainer pursuant to clause 3, and the Trainer is relieved of any obligation to provide the Learning and Development Activity, but both shall continue to comply with the remainder of their obligations under this Agreement.

## **4 Staff**

4.1 The Trainers' Representative appointed by you is identified in the Specific Terms. They are your authorised representative and are entitled to act on your behalf and receive any notices or information regarding the Learning and Development Activity from the Council. They should be reasonably contactable by the Authorised Officer and able to attend meetings. Any change in your Representative must be immediately notified to the Council in writing and any replacement Representative must have equivalent experience and qualifications.

4.2 In providing the Learning and Development Activity, the Trainer shall use the qualified and dedicated staff named by the Trainer and those staff shall not be changed without notifying us and confirming that their replacements have equivalent skills and experience by supplying copies of their CVs. There must be a sufficient number of appropriately trained and skilled staff and supervisors available at all times. You will use reasonable endeavours to ensure that all members of your staff are properly and sufficiently qualified, reference checked, competent, skilled, honest and experienced to carry out the Learning and Development Activity, and at all times exercise proper

care in the execution of their duties and tasks.

- 4.3 You must carry out all appropriate checks with the Disclosure and Barring Service and any other relevant statutory checks on all staff or potential staff who are to provide the Learning and Development Activity to ensure they are fit and suitable to provide the Learning and Development Activity. If having carried out such checks, you are unsure as to the fitness or suitability of a particular person to provide the Learning and Development Activity, you will discuss the matter, on an anonymised basis with the Authorised Officer and agree the course of action to be taken.
- 4.4 You must take prompt appropriate disciplinary action against any employee who is engaged or is alleged to be engaged in gross misconduct.
- 4.5 All your employees providing the Learning and Development Activity shall provide information in accordance with the Rehabilitation of Offenders Act 1974 and the Rehabilitation of Offenders Act (Exceptions) Order 1975 about convictions which would otherwise be spent.
- 4.6 The Council may reasonably require you in writing to remove any member of staff employed or used by you to provide the Learning and Development Activity. Upon receiving such notification you will ensure that the specified person is removed and replaced as soon as possible, and in any event not later than the period of time set out in the Specific Terms after notification. The Council shall not be liable to you or to the specified person in respect of any costs, expenses, liability, loss or damage caused by this removal.
- 4.7 You will comply with the Council's Safeguarding Policies as set out in Schedule 1 and the documents appended to this Agreement.
- 4.8 Unless in response to an openly advertised recruitment process, during this Agreement, and within 12 months of its termination, neither party shall approach or make offers of employment to or engage any member of each other's staff engaged or employed in connection with this Agreement without having first obtained the written consent of the other.

#### 4.9 **LONDON LIVING WAGE**

- 4.9.1 For the purposes of this clause:

**Relevant Staff:** shall mean all employees and other staff (including without limitation temporary and casual workers and agency staff as defined by Regulation 3 of the Agency Workers Regulations 2010 as amended by the Agency Workers (Amendment) Regulations 2011, and whether such staff are engaged or employed on a full or part time basis, but not including unpaid volunteers, interns or apprentices), who are employed or engaged on the Learning and Development Activity for 2 or more hours of work in any given day in a week, for 8 or more consecutive weeks in a year.

**Equivalent Hourly Wage:** shall mean the hourly wage paid to an employee and calculated using the same method as prescribed by the National Minimum Wage Act 1998 and related applicable law to assess whether an employee is at any time receiving the national minimum wage (as

identified in that Act),

**the London Living Wage:** shall mean the most recently identified London Living Wage hourly figure (or equivalent set figure(s)) published from time to time by the Greater London Authority or any successor body with responsibility for setting this figure,

4.9.2 You will:

- ensure that all Relevant Staff employed or engaged by you are paid an Equivalent Hourly Wage which is equal to or exceeds the London Living Wage;
- ensure that all Relevant Staff employed or engaged by your Subcontractors (if any) pay an Equivalent Hourly Wage which is equal to or exceeds the London Living Wage;
- provide to the Council such information concerning the London Living Wage and the performance of your obligations under this clause 4.9 as we may reasonably require and within the deadlines we reasonably impose;
- co-operate and provide all reasonable assistance to the Council in monitoring the effects of the London Living Wage including without limitation assisting the Council in conducting surveys and assembling data in respect of the affect of payment of London Living Wage to Relevant Staff.

4.9.3 For the avoidance of doubt, any breach by you of this clause 4.9 may be a material breach in relation to which the Council is entitled to rely upon its termination rights under this agreement.

4.10 This Agreement is a contract for the provision of Learning and Development Activity and nothing in this Agreement is intended to create any employment relationship between the Council and the Trainer or any of your employees or authorised representative who are entitled to act on your behalf.

## 5 Information

5.1 **Information from the Council** - We will supply you without charge and within a reasonable time all necessary and relevant information and shall give you reasonable assistance required to carry out the Learning and Development Activity.

5.2 **Final Report** - You will provide us with a final project report at the end of the Period of Appointment (in a format to be agreed by both parties) with supporting documentation (monitoring forms for participants etc) to enable us to monitor the provision of the Learning and Development Activity and the achievement of any agreed outputs and outcomes.

5.3 **Confidential Information** – Neither party will, whether during or after this appointment, disclose or allow to be disclosed to any person (except on a confidential basis to professional advisers) any confidential information acquired in the course of carrying out duties under this Agreement,

except as may be required or permitted by law.

- 5.4 **Monitoring** - You will operate effective systems to monitor and report back on the performance of the Learning and Development Activity to the Council in a format and timetable to be agreed at the Start Date and are required to attend a meeting with the Council at least every 3 months to evaluate the Learning and Development Activity and your adherence to the terms of this Agreement.
- 5.5 **Inspection** – During the Period of Appointment and for six years afterwards, you will give to the Council, the Council’s auditors, the District Auditor and the Local Government Ombudsman such information, explanations and access to and copies of any documents as may reasonably be required to satisfy themselves as to your compliance with the terms of this Agreement.
- 5.6 **Co-operation** – You will, in performing your obligations under this Agreement, liaise with and co-operate with all officers of the Council and other contractors appointed to undertake duties on behalf of the Council. You shall comply with all reasonable instructions issued by the Authorised Officer.
- 5.7 **Complaints handling** - You will deal with any complaints promptly, courteously and efficiently and will notify the Council in writing of all complaints received and the steps you have taken in response to them.
- 5.8 **Publicity** - You may not undertake any publicity or place any advertisement referring to the Council without our prior written agreement.
- 5.9 **Copyright** – All copyright or other intellectual property rights in any work created or produced by you in conjunction with the Council under this Agreement shall be the property of the Council. The Council may upon written request grant you a licence to use that documentation. All copyright or other intellectual property rights in all work created or produced solely by you under this Agreement shall be your property. You hereby grant the Council, and/or any third party which might perform the Learning and Development Activity on behalf of the Council, a non-exclusive, perpetual, transferable, royalty free licence to use such work for Council business that is reasonably related to the Learning and Development Activity. You also warrant that any document or design produced by you under this Agreement is your original work which does not infringe the copyright, design right, moral right or any other rights of any third party, and that no claims of such infringement have been made or are the subject of litigation actual or threatened.

#### 5.10 **Data Protection**

5.10.1 For the purposes of this clause:

**Data Protection Legislation:** the Data Protection Act 1998 until such time as it is repealed and replaced and thereafter (i) the General Data Protection Regulations (GDPR), (ii) the Data Protection Act 2018 (iii) all applicable law about the processing of personal data and privacy;

**Controller, Processor, Data Subject, Personal Data:** take the meaning given in the Data Protection Act 1998 until such time as it is repealed and replaced and thereafter the GDPR.

5.10.2 Both parties undertake that we will comply with our respective obligations, whether Controller, Processor or otherwise under the Data Protection Legislation as and when the same are applicable to this Agreement.

5.10.3 Each party undertakes to the other that we will not knowingly place the other in breach of that other party's obligations under the Data Protection Legislation.

5.10.4 Where the Council is Controller for any Personal Data processed by you under this Agreement as Processor you will:

- Only process that Personal Data in accordance with Annex A – Data Processing Schedule;
- Act only on written instruction from the Council;
- Inform the Council immediately if you are asked to do something infringing the Data Protection Legislation;
- Ensure that all staff who have access to Personal Data are appropriately trained and are subject to confidentiality undertakings;
- Take appropriate technical, operational and security measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.
- Only engage sub-processors with the prior consent of the Council and under a written contract;
- Not transfer Personal Data outside the EU without prior written consent of the Council;
- Assist the Council in providing subject access and allowing Data Subjects to exercise their rights under the Data Protection Legislation, including immediate notification of any access requests, complaints or communications received by you;
- Assist the Council in meeting our Data Protection Legislation obligations in relation to the security of processing, the notification of Personal Data breaches and data protection impact assessment;
- Delete or return all Personal Data to the Council as requested at the end of this Agreement;
- Submit to audits and inspections and provide the Council with whatever information we need to ensure that we are both meeting our Data Protection Legislation obligations.

5.10.5 You will indemnify the Council and keep the Council indemnified against any damages, losses, liabilities, claims, actions, costs, deductions and expenses arising as a result of any breach you, your employees, sub-contractors, sub-processors or agents, of your obligations under this Condition 5.10. This indemnity is not subject to the liability cap under Condition 6.3.

## 5.11 Information Requests

- 5.11.1 You accept that the Council is obliged to comply with information legislation including the Freedom of Information Act 2000 and Code of Practice, Environmental Information Regulations 2004, Aarhus Convention and Local Audit and Accountability Act 2014. You will assist the Council to comply with our obligations under this information legislation. This includes helping the Council comply with our obligation to respond to requests for information within statutory deadlines; and providing information to the Council where the Council requests.
- 5.11.2 The Council is entitled to disclose information unless we believe that the information is exempt or excluded under the legislation or the legislation does not apply. For example where information is provided in confidence; the information is a trade secret; or where release is likely to prejudice commercial interests. The Council will decide, acting reasonably, whether information requested is to be disclosed or not. The Council will where reasonably practicable consult you and will consider any representations made you. The Council shall not be liable for any loss or other detriment caused by the disclosure of any information.

## **6 Insurance, Indemnity and Liability**

- 6.1 You must maintain a comprehensive policy or policies of insurance to cover your liability under this Agreement and will give us appropriate evidence of the insurance policy or policies upon written request of at least the minimum amount set out in the Specific Terms.
- 6.2 You shall, subject to clause 6.3 below, be responsible for and shall release and indemnify us on demand from and against all liability which may arise out of, or in consequence of the performance or non-performance by you of your obligations under this Agreement or your negligence or a breach by you or your obligations under this Agreement for:
- 6.2.1 death or personal injury
  - 6.2.2 loss of or damage to any property (whether tangible or intangible), including property belonging to the Council;
  - 6.2.3 actions, claims, demands, costs, charges and expenses (including legal expenses on an indemnity basis)
- 6.3 You will not be liable to indemnify the Council for any claims made under clause 6.2.2 and 6.2.3 in respect of that part which exceeds any cap figure included in the Specific Terms.
- 6.4 For the avoidance of doubt, the indemnities provided in Clauses 6.2. above shall cover any costs, charges or expenses (including legal expenses on an indemnity basis) that are incurred by the Council in relation to any claims, demands or actions that may arise out of, or in consequence of the performance or non-performance by you of your obligations under this Agreement or your



negligence or a breach by you of your obligations under this Agreement.

- 6.5 You shall not be responsible or obliged to indemnify us for any injury, loss, damage, cost and expense caused by the negligence or wilful misconduct of the Council or by the breach by the Council of its obligations under this Agreement.

## **7 Dispute Resolution**

- 7.1 We will both endeavour to resolve any disputes by discussion and agreement. If any dispute can not be resolved by the Trainers' Representative and the Authorised Officer within five (5) working days, the matter shall be referred to more senior officers or managers representing both parties. If the dispute is not resolved within ten (10) working days, either party may refer the dispute to mediation in accordance with the current Model Mediation Procedure of the Centre for Effective Dispute Resolution (CEDR).
- 7.2 If a dispute is referred to CEDR the parties shall co-operate fully with any mediator appointed and will bear their own costs and one half of the fees and expenses of the mediation (unless a different agreement is reached in the mediation).
- 7.3 Neither party may start legal proceedings until the mediation is complete, abandoned or fails to resolve the dispute.

## **8 Termination**

- 8.1 This Agreement will end on the completion of the Period of Appointment unless terminated early in accordance with Condition 8 or extended by agreement of both parties.
- 8.2 Either party may, following discussions with the other, terminate this Agreement, or part thereof, by one month's written notice if you have seriously failed to deliver the Learning and Development Activity or are in material breach of this Agreement or if we have persistently failed to comply with our payment obligations in Condition 3;
- 8.3 The Council may by written notice having immediate effect terminate this Agreement, or part thereof, if you:
- 8.3.1 suffer any distress or execution to be levied, commit an act of bankruptcy, make any composition or arrangement with creditors, have a receiver appointed or go into liquidation;  
or
- 8.3.2 or any employee or any other person acting on your behalf has offered, given or agreed to give any gift or consideration of any kind as an inducement or reward for doing or not doing something or for showing favour or disfavour in relation to this or any other agreement with the Council; or shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or shall have offered or given any fee or reward to any officer of the Council

which if accepted is or would be an offence contrary to s.117 Local Government Act 1972 or any amendment or re-enactment thereof; or

8.3.3 make any fraudulent claims or

8.3.4 at any time after the expiry of seven (7) days after the Council has given written notice of a period of suspension under clause 3B.

8.4 The Council may terminate this Agreement, or part thereof, by giving you three months' written notice.

8.5 On the early termination of this Agreement, the Council will pay you a fair and reasonable proportion of the Fee for the Learning and Development Activity which you have provided (less any amounts previously paid). If you have already received payment for Learning and Development Activity which have not been provided, you will immediately repay those sums to the Council. Where this Agreement is terminated under Condition 8.2 or 8.3 the Council may claim from you any additional costs incurred by providing the Learning and Development Activity ourselves or arranging for some one else to provide them.

8.6 The Council shall have no liability for any consequential loss incurred by you as a result of early termination of this Agreement under Clause 8.2 and 8.3. Where this contract is terminated by notice under Clause 8.4, you may submit a written claim, with such evidence as is reasonably necessary, to the Council for your reasonable direct costs of early termination. You are however under a duty to take all reasonable steps to mitigate any loss incurred.

8.7 On termination of this Agreement you will give to the Council all correspondence, documents, specifications, papers and property belonging to us that are in your possession.

8.8 Termination of this Agreement shall be without prejudice to either party's rights or remedies in respect of any default or breach of contract, which may have arisen prior to the date of termination.

## 9 Miscellaneous Provisions

9.1 **Assignment and Subcontracting** – You will not assign or sub-contract any of your obligations under this Agreement without the prior written agreement of the Council which will not be unreasonably withheld.

9.2 **Notices** - Any notice or other communication given under this Agreement shall be in writing and may be delivered or sent by first class prepaid post or by fax to the address or number notified by either party for this purpose. Unless the contrary is proved, any such notice or communication shall be deemed to have been given to and received by the addressee:

- 9.2.1 if delivered, at the time it is left at the address of or handed to a representative of the party to be served;
- 9.2.2 if sent by post, 2 working days following the date of posting;
- 9.2.3 if sent by fax, 1 working day following the date of transmission.
- 9.3 **Waiver and cumulative rights** - No failure or delay by either party to exercise any right, power, privilege or remedy under this Agreement shall operate as a waiver. All such rights, powers, privileges and remedies are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available at law or in equity.
- 9.4 **Whole contract** - This Agreement contains the full and complete understanding between the parties and supersedes all prior arrangements and understandings, whether written or oral, relating to the subject matter of this Agreement. It may not be varied except in writing, signed by both parties.
- 9.5 **Severance** - If any provision of this Agreement is declared by any judicial or other competent authority to be voidable illegal or otherwise unenforceable it shall not affect any other provision of this Agreement which shall remain in full force and effect.
- 9.6 **Continuation of obligations** - The provisions of clauses 5.3, 5.5, 5.6, 5.8, 5.9, 6, 8 and 9 of this Agreement shall continue in force notwithstanding the termination or expiry of this Agreement.
- 9.7 **Agency** – You are not and shall in no circumstances hold yourself out as being a servant or agent of the Council.
- 9.8 **Contracts (Rights of Third Parties) Act 1999** - Notwithstanding any other provisions of this Agreement nothing in this Agreement confers or purports to confer any right to enforce any of its terms on any person who is not a party to it.
- 9.9 **Governing Law** - This Agreement shall be governed by and construed in accordance with the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.

## Schedule One – Safeguarding Provisions

1. The Trainer must ensure that any users of the Learning and Development Activity it provides and/or persons it deals with are safeguarded from any form of abuse or exploitation including physical, financial, psychological and sexual abuse, neglect, discriminatory abuse or self harm or inhuman or degrading treatment through deliberate intent, negligent acts or omissions or ignorance by staff members in accordance with written policies and procedures.
2. The Trainer must ensure that all of its staff are aware of Southwark Safeguarding Adults Partnership's "Multi-agency policy for protecting adults.
3. The Trainer must ensure that all staff undertake safeguarding adults basic awareness Learning and Development Activity as part of their induction and ongoing Learning and Development Activity appropriate to their level of responsibility that is comparable with Southwark's safeguarding Multi-agency policy. This should include active encouragement to staff in whistle blowing if aware of suspected abuse.
4. The Trainer will have an internal policy for safeguarding adults that is substantially the same as Southwark's Partnership Multi-agency policy for protecting adults.
5. The Trainer must ensure that all allegations, suspicions and incidents of abuse are reported immediately to the Authorised Officer.
6. The Council may require the Trainer to remove any member of staff employed or used by the Trainer for the performance of its obligations under this agreement. Such a request shall be in writing signed by the Authorised Officer. Before issuing such request, the Authorised Officer shall satisfy him/herself that the Trainer has exhausted its internal investigations and disciplinary procedures.
7. The Trainer must ensure that the organisation operates a rigorous recruitment and selection procedure that comply with Southwark Safeguarding Adults Partnership's guides to "Safeguarding Standards in Human Resources Management" and "Safer Disciplinary Decisions in Human Resources Management" and which meets the requirements of legislation, equal opportunities and anti discriminatory practice and ensures the protection of service users, carers and their relatives.
8. The selection and vetting of volunteers and staff should be rigorous and properly conducted in line with the national requirements for registered Trainers. Trainers that are not registered with CSCJ would be expected to comply with National and Local standards. This should include the rigorous checking of CV's and references and making appropriate DBS and ISA checks.
9. The Trainer shall have a designated person of sufficient seniority who is responsible for safeguarding adults. He/she should be an individual whose responsibility is to make sure that the policy is robust and implemented.
10. Learning and Development Activity users, carers, relatives and representatives must be made aware that they have the right to complain using the Council complaints procedure (copies of which are available from the Authorised Officer on request) which should be easily understood and made accessible.

## Annex A – Data Processing Schedule

1. The Contractor shall comply with any further written instructions with respect to processing by the Customer.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	<i>[This should be a high level, short description of what the processing is about i.e. its subject matter]</i>
Duration of the processing	<i>[Clearly set out the duration of the processing including dates]</i>
Nature and purposes of the processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>