

# Privacy Notice for Applicants, Employees, Workers and Contractors

This Privacy Notice is designed to inform all applicants, employees, workers and contractors of Aira Digital Ltd (referred to as the 'Company') what personal data will be collected, how the personal data will be processed, how long the Company keeps the personal data for, security measures and other relevant information.

The Company is a Data Controller under the General Data Protection Regulations and is committed to complying in every respect with its obligations and duties under those regulations, as well as any other applicable laws, such as the Data Protection Act 2018.

The collection and accumulation of your personal data usually begins with your application for a role or position and will continue throughout your employment or contract for services.

This notice does not form part of any contract of employment or other contract to provide services. We may update this notice at any time and if we do so we will provide you with an updated copy of this notice as soon as reasonably practical.

It is important that you read and retain this notice, together with any other privacy notice we may provide on specific occasions when we are collecting or processing personal information about you, so that you are aware of how and why we are using such information and what your rights are under the data protection legislation.

We may collect personal data from:

- you within an application form;
- Your C. V. and covering letter;
- Recruitment agencies
- Our correspondence and communications with you;
- Any information you provide during an interview with us;
- Third parties providing a reference; or
- HMRC relating to your tax affairs.

The Company shall only process your personal data:

- Lawfully, fairly and in a transparent manner;
- for the purpose(s) which it was collected;
- for only as long as is necessary.

Your personal data will be accurate and kept up to date and it will be kept securely.

The types of personal data processed, the purpose and the lawful basis

<b>Data</b>	<b>Purpose</b>	<b>Lawful Basis</b>
Personal details (name, address, age, title)	identification; management and administration;	legal obligation legitimate interest
Contact details (address, telephone number, email address)	management and administration	
National Insurance Number & tax codes	Tax and accounting	Legal obligation
Photo I.D.	Identification	Legal obligation
Information regarding right to work in the U.K.	Confirmation and evidence	Legal obligation
Bank details	Payment of wages	Legitimate interest Performance of a contract
Driving License (where applicable)	Conformation and evidence	Legal obligation Legitimate interest
Medical and health information	Details of any disability. Make reasonable adjustments to the workplace to accommodate the disability. Confirmation of sickness. Maintaining records of accidents at work.	Legal obligation Legitimate interest Performance of contract Your consent
Performance, attendance, capability, appraisals	Management and administration. Assessing training needs.	Legitimate interest Performance of contract
Disciplinary and grievance records	Management and administration.	Legal obligation Performance of a contract
Education and employment history	Management and administration Assess your skills, qualifications and suitability for the role	Legitimate interest
References	Management and administration	Legitimate interest

### Special categories of data

Special categories of personal data that we may process include:

- health, including any medical condition and sickness records
- race
- ethnic origin
- trade union membership
- religious beliefs
- sexual orientation
- genetic and biometric data.

We must process special categories of data in accordance with more stringent requirements. Most commonly, we will process special categories of data when the following applies:

- you have given explicit consent to the processing;
- we must process the data in order to carry out our legal obligations;
- we must process data for reasons of substantial public interest; or
- you have already made the data public.

We may use your special category data:

- For the purposes of monitoring our equal opportunities obligations but this data will be anonymised so you cannot be personally identified.
- In our sickness absence management procedures.
- To maintain accident reporting records.
- To determine reasonable adjustments for any disability.

We do not need your consent if we use special categories of personal data in order to carry out our legal obligations or exercise specific rights under employment law. However, we may ask for your consent to allow us to process certain sensitive data. If this occurs, you will be made fully aware of the reasons for the processing. As with all cases of seeking consent from you, you will have full control over your decision to give or withhold consent and there will be no consequences where consent is withheld. Consent, once given, may be withdrawn at any time. There will be no consequences where consent is withdrawn.

We do not envisage that we will process information about criminal convictions.

### **If you do not provide your personal data to us**

One of the reasons for processing your personal data is to allow us to carry out our duties and obligations under the contract of employment. If you do not provide us with the personal data needed to do this, we will be unable to perform the contract.

We may also be prevented from employing you if you do not provide us with information when processing your personal data is a legal requirement or obligation for example confirming your right to work in the UK or the processing and payment of taxes.

### **Sharing your personal data**

Your personal data will be shared with employees, workers or contractors within the Company where it is necessary for them to undertake their duties. This includes, for example, your line manager for their supervision of you; the person responsible for HR for maintaining personnel records; the person responsible for accounts for administering payments under your contract of employment; and to maintain records required by law.

We will not share your data with third parties unless we make you an offer of employment.

We may share your personal data where required by law and where it is necessary in order to administer the working relationship with you or where we have another legitimate interest in doing so. We may share your personal data with third parties in order to maintain records, for example where any records are kept within software or on

cloud storage; or third party consultants engaged by the company. Where any personal data is shared with a third party they will be subject to appropriate non-disclosure arrangements, security measures, controller to processor data processing obligations, and will not be permitted to share or disclose your personal data beyond their contracted duties or responsibilities in accordance with our instructions.

We may also share your personal data with third parties as part of a Company sale or restructure, or for other reasons to comply with a legal obligation upon us.

We do not normally share your personal data with bodies outside of the European Economic Area. In the event that it becomes necessary to share your personal data with bodies outside of the European Economic Area, we will ensure that your personal data is transferred securely and that the bodies who receive the personal data process it in a way required by EU and UK data protection laws, including any relevant safeguards, such as declaration of adequacy, binding corporate rules or model clauses.

### **Protecting your personal data**

We will do everything reasonably possible to ensure that your personal data is protected against accidental loss or disclosure, destruction and abuse. We have implemented processes and technical provisions to guard against such.

Where we share your personal data with third parties, we provide written instructions to them to ensure that your personal data is held securely and in line with GDPR requirements. Third parties must implement appropriate technical and organisational measures to ensure the security of your personal data.

### **How long we keep your personal data for**

In line with data protection principles, we only keep your personal data for as long as we need it for, which will be at least for the duration of your employment with us though in some cases we will keep your personal data for a period after your employment has ended. If your application for employment or contract for services with us is unsuccessful, we will only hold your data on file for [6] months. At the end of that period, your data will be deleted or destroyed. Retention periods can vary depending on why we need your personal data, but it can be up to six years because we are required to do so by law, for example to maintain accounting records. We attach our data retention schedule in relation to staff that is part of our Data Retention Policy. This schedule and related retention periods may be subject to change from time to time.

### **Automated decision making**

No decision will be made about you solely on the basis of automated processes (where a decision is taken about you using an electronic system without human involvement) which has a significant impact on you. We use automated tools for the calculation of taxes, national insurance and pension contributions that become due.

### **Your rights in relation to your personal data**

The law on data protection gives you certain rights in relation to the personal data we hold on you. These are:

- The right to be informed. This means that we must tell you how we collect and use your personal data;
- The right of access. You have the right to access the personal data that we hold on you. To do so, you should make a subject access request in writing to the Data Controller;
- The right for any inaccuracies to be corrected. If any personal data that we hold about you is incomplete or inaccurate, you are able to require us to correct it;
- The right to have information deleted. If you would like us to stop processing your personal data, you have the right to ask us to delete it from our systems and we will comply with your request unless there is another lawful reason for us to continue processing it;
- The right to restrict the processing of the personal data. If you exercise this right, we will stop the processing of the data (whilst still holding it);
- The right to portability. You may request that we transfer the personal data that we hold on you to you or to another party;
- The right to object to the processing of some or all personal data. You have the right to object to the way we use your personal data where we are using it for our legitimate interests or with your consent;
- The right to have information about any automated decision-making and profiling of personal data and the right to object to automated decision making that is performed in a way that adversely affects your legal rights.

Where you have provided consent to our use of your personal data, you also have the right to withdraw that consent at any time. Withdrawing your consent means that we will stop processing the personal data that you had previously given us consent to use. There will be no consequences for withdrawing your consent. However, in some cases, we may continue to use the Personal Information where so permitted by having another legal reason for doing so.

If you wish to exercise any of the rights explained above, please contact Paddy Moogan or Matt Beswick.

### **Making a complaint**

The supervisory authority in the UK for data protection matters is the Information Commissioner (ICO). If you think your data protection rights have been breached in any way by us, you are able to make a complaint to the ICO but we would appreciate if you contacted Paddy Moogan or Matt Beswick first to give us an opportunity to investigate and resolve, if possible.

## **Privacy Notice for Applicants, Employees, Workers and Contractors Data Retention Schedule**

Data Subject	Personal Data	Purpose	Retention Period	Reason for Retention
Rejected applicants and candidates for vacancies, or where offer made and not accepted	Contact details, including name, address, telephone number and e-mail address, copies of academic and other training received, details of work experience, application letters or forms, CVs, references and interview notes	To decide whether to appoint applicant to role or work that applied for	Six months after applicant is notified of rejection.	In case of claim by candidate or applicant in relation to application.
Appointed applicants and candidates for vacancies	Contact details, including name, address, telephone number and e-mail address, copies of academic and other training received, details of work experience, application letters or forms, CVs, references and interview notes and evaluation forms, references, medical information and correspondence concerning employment	To decide whether to appoint applicant to role or work that applied for, and offering contract of employment. Once appointed to role or work, for purposes as set out in privacy notice.	Seven years after employment ends, unless employment contract executed as a deed, in which case 13 years after employment ends	Contract claims can be brought up to six years after breach of contract.
Employees and workers, including temporary workers	Employment contracts, including personnel and training records, written particulars of employment and changes to terms and conditions	Management and administration; compliance with contractual obligations	Seven years after employment ends, unless employment contract executed as a deed, in which case 13 years after employment ends	Contract claims can be brought up to six years after breach of contract or 12 years in case of document executed as a deed.
Employees and workers	Copies of identification documents (eg passports) or identification	Legal obligation	A minimum of two years from end of employment	Legal requirement - Immigration (Restrictions on Employment) Order

	documents of foreign nationals (including right to work)			
Consultants	Consultancy Contracts	Management and administration	Seven years after engagement ends, unless document executed as a deed, in which case 13 years after engagement ends	Contract claims can be brought up to six years after breach of contract or 12 years in case of document executed as a deed.
Employees	Employee performance and conduct records, including probationary period reviews, review meeting and assessment interviews, appraisals and evaluations, and promotions and demotions	Management and administration; legal obligation; contractual obligation	Seven years after engagement ends, unless employment contract executed as a deed, in which case 13 years after employment ends	Contract claims can be brought up to six years after breach of contract or 12 years in case of document executed as a deed.
Employees and workers	Records relating to and/or showing compliance with Working Time Regulations 1998 including registration of work and rest periods and working time opt-out forms	Legal obligation; contractual obligation	Two years from the date on which the record was made	Legal requirement – Working Time Regulations 1998
Employees	Redundancy records	Legal obligation; contractual obligation	Seven years after engagement ends, unless employment contract executed as a deed, in which case 13 years after employment ends	Contract claims can be brought up to six years after breach of contract or 12 years in case of document executed as a deed.
Employees and workers	Annual leave records	Legal obligation; contractual obligation	Seven years after the end of each tax year	Claims can be brought up to six years after the relevant time
Employees	Maternity/Paternity/Parental leave records, including records of return to work meetings after leave	Legal obligation; contractual obligation	Seven years after the end of each tax year	Claims can be brought up to six years after the relevant time

Employees and workers	Sickness records, including records of return to work meetings after sickness absence	Legal obligation; contractual obligation	Seven years after the end of each tax year	Claims can be brought up to six years after the relevant time
Employees, workers and contractors	Records for the purposes of tax returns including wage or salary records, records of overtime, bonuses and expenses	Legal obligation; contractual obligation	Seven years	Legal requirement - Taxes Management Act, 1970
Employees and workers	Pay As You Earn (PAYE) records, including wage sheets, deductions working sheets, calculations of the PAYE income of employees and relevant payments to them, the deduction of tax from, or accounting for tax in respect of, such payments and all documents relating to any information which an employer is required to provide to HMRC under Form P11D (benefits in kind)	Legal obligation; contractual obligation	Three years	Legal requirement - Income Tax (Pay As You Earn) Regulations 2003
Employees, workers and contractors	Income tax and NI returns, income tax records and correspondence with HMRC	Legal obligation; contractual obligation	Three years after the end of the financial year to which they relate	Legal requirement - Income Tax (Pay As You Earn) Regulations 2003
Employees and workers	Records demonstrating compliance with national minimum wage requirements	Legal obligation	Three years beginning with the day upon which the pay reference period immediately following that to which they relate ends	Legal requirement - National Wage Act 1998 and National Minimum Wage Regulations 2015
Employees and workers	Details of benefits in kind, income tax records (P45, P60, P58, P48 etc), annual	Legal obligation; contractual obligation	Seven years	Legal requirement - Income Tax (Pay As You Earn) Regulations 2003



	return of taxable pay and tax paid			
Employees and workers	Employee income tax and national insurance returns and associated HMRC correspondence	Legal obligation; contractual obligation	Three years from end of tax year to which they relate	Legal requirement - Income Tax (Pay As You Earn) Regulations 2003
Employees and workers	Statutory sick pay (SSP) records	Legal obligation; contractual obligation	Three years after the end of the tax year to which they relate	HMRC power to require production of such records as are in the company's possession or power which contain, or may contain, information relevant to satisfy HMRC that statutory sick pay has been and is being paid.
Employees, workers and contractors	Wage or salary records (including overtime, bonuses and expenses)	Legal obligation; contractual obligation	Seven years	Legal requirement – Taxes Management Act 1970
Employees, workers and contractors	Records relating to hours worked and payments made to workers	Legal obligation; contractual obligation	Three years	Legal requirement - National Wage Act 1998 and National Minimum Wage Regulations 2015
Employees and workers	Statutory maternity, paternity and shared parental pay records, calculations, certificates or other evidence	Legal obligation; contractual obligation	Three years after the end of the tax year in which the period of statutory pay ends	Legal requirement - Statutory Maternity Pay (General) Regulations 1986 (and other corresponding legislation)
Employees, workers, contractors, visitors and any other person injured on site	Records of reportable injuries, diseases or dangerous occurrences, including reportable incidents, reportable diagnoses and any injury arising out of accident at work (including those reported in accident book)	Legal obligation	Three years from date of the entry	Legal requirement The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013