

# The Syder Foundation

## Website Terms & Privacy Notice

This page tells you the terms of use on which you may make use of our website [www.syderfoundation.org](http://www.syderfoundation.org) (our site). Please read these terms of use carefully before you start to use the site. By using this site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, you may not access our site.

### Information about us

[www.syderfoundation.com](http://www.syderfoundation.com) is a site operated by The Syder Foundation ("We"). Our registered Charity No. is 1119373. Our address is Po Box 6277, Newbury, Berkshire, RG14 9PN.

### Accessing our site

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our site, or our entire site, to users.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

### Ownership of Content

Our site and all its contents including, but not limited to, the text, the site (as well as the organisation and layout of the site), design, logos, graphics, icons and images (the "**Content**") are owned and copyrighted by The Syder Foundation or others (including our licensors) with all rights reserved unless otherwise stated. All trade marks, copyright, database rights, design rights, patents and other intellectual property rights (together "**the Rights**") in the Content and the Rights in any software or underlying software code that is made available for download from the site ("**Software**") are owned by us or our licensors or are otherwise used by us as permitted by applicable law.

Any Content that is a trademark, logo or service mark is also a registered or unregistered trademark of The Syder Foundation and/or third parties. Nothing contained in these terms of use shall be construed as conferring in any way (express or implied) any licence or right to use any Rights of The Syder Foundation or any third party. Where the Content is owned or copyrighted by a third party, certain additional restrictions may apply. Where these apply, they will be indicated on the relevant part of this site.

Your use of any Content, except as provided in the terms of use, without our written permission is strictly prohibited and we will enforce our intellectual property rights to the fullest extent permitted by the law.

### Our site changes regularly

We aim to update our site regularly, and may change the content at any time. Similarly, the terms in this document may vary at any time.

## **Information about you and your visits to our site**

We process information about you in accordance with our Privacy Notice below. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

### **Viruses, hacking and other offences**

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

### **Website analytics**

Our website uses Google Analytics. This provides information about your use of the website and is stored by Google on servers in the United States. Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage.

Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google. By using this website, you consent to the processing of data about you by Google in the manner and for the purposes set out above. For more details please read Google's Analytics overview.

You can always opt-out of Google Analytics cookies by using Google's opt-out tool.

### **Jurisdiction and applicable law**

The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

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### **Privacy Notice**

The Syder Foundation is the data controller in respect of all personal data collected on this website. Data controllers are legally responsible for ensuring that personal data they obtain is processed in full compliance with the 2018 General Data Protection Regulations.

By using this website and/or giving personal data to us, you indicate that you consent to us using your personal data in accordance with this Privacy Notice.

### **What information do we collect**

We will usually collect basic personal data about you, including your title, name, email address and postal address. If we need to collect any other information from you, we will be very clear with you about our reason for collecting it, and will only do so with your specific consent. Please let us know if the personal information that we hold about you needs to be updated

We may obtain personal data from representatives of grantees and potential grantee organisations face-to-face, electronically, on paper (such as any form you complete – including any online form or application) or verbally (such as during any telephone conversations we have with you).

### **Why we need your information**

We need to collect some personal information to allow us to offer our services to you and to comply with our legal and fiduciary duties. We will only collect the minimum amount of information necessary to provide a service to you, or comply with our legal responsibilities. We do not sell personal data. We do not transfer personal data outside of the United Kingdom.

We may occasionally, appoint other organisations to carry out some of the processing activities on our behalf. These may include, for example, technology hosts or printing companies. In these circumstances, we will ensure that your personal data is properly protected and that it is only used in accordance with this Privacy Notice.

Personal information may be collected and processed for the following purposes:-

- **Grant Applications:**

You may have to include personal information within an application submitted to us. If so, you are responsible for confirming you have the written agreement and permissions of any individuals identified in your application, to pass their information to the Syder Foundation. We will only use this information for the purposes of assessing your application, managing or monitoring any grant awarded, related administration or research purposes and for sharing relevant information to other funding organisations to use in their own assessment of applications and managing or monitoring of grants awarded.

We may also contact you in relation to something separate to your application but for a reason we believe to be in the legitimate interest to you and/or your organisation, such as any new or partnership grant schemes that we might develop.

### **How we process your information**

We will only use your personal information for the purpose it was given, we will not keep it for longer than is necessary at which point your information will be destroyed securely. Information provided through a grant application, may be retained for archiving and legal purposes for up to 6 years.

Your personal information will not be shared with a third party unless you have previously been informed and given express consent i.e. on an application form, or it is required by law, such as with the HMRC or with the police for the detection or prevention of crime.

## **Data Security**

Personal data is not stored anywhere other than in our secure email account. Charity and grantee information is stored securely on a separate database only available to trustees and their appointed representatives who need to access data as an essential part of their role. Your name and contact details may be appended to this record if you are the charity's representative.

## **Your Rights**

You have a number of rights in connection with your personal information. These include the right to:

- instruct us to provide you with any personal information we hold about you;
- ask us to rectify information you think is inaccurate or to complete information you think is incomplete;
- request the deletion of your personal data where there is no compelling reason for us to continue processing it;
- object to the continued processing of your personal data for marketing purposes;
- ask that we transfer the information you gave us to another organisation, or to you.

If you would like to access the rights listed above, or any other rights over your data under current legislation, please get in touch with us.

Notwithstanding the above, we may withhold personal information that you request to the extent permitted by law.

## **Reporting Concerns**

If you believe that we are not processing your personal data in accordance with the law, you can complain to the Information Commissioner's Office (helpline number 0303 123 1113 or online via the ICO website: [www.ico.org.uk](http://www.ico.org.uk)).

## **Changes to this Privacy Notice**

Privacy laws and practice are constantly developing and we aim to meet high standards. Our policies and procedures are, therefore, under continual review. We will ensure our website has our most up to date policy and suggest that you check this page periodically to review our latest version.

**Thank you for visiting [www.syderfoundation.org](http://www.syderfoundation.org)**