**Terms, Conditions and Privacy Policy**

**1. Our commitment to your privacy**

NAPA is a charity. We support the sector to prioritise wellbeing and promote activity, arts and engagement. Please read these terms and conditions carefully before using our website.

Your use of this site constitutes acceptance of these terms and conditions, which take effect on the first day of use of this site. NAPA respects your privacy and realises how important it is that your personal information remains secure. We hope that this policy explains how we collect, manage and protect your details, but if you would like more information, if you want to receive a copy of the personal information we hold about you, or ask us to update or correct any information, please contact us.

**Information about us**

[**www.**napa-activities.co.uk](http://www.napa-activities.co.uk) is a website operated by NAPA. NAPA is registered in under the name NAPA. Your personal data is protected by UK legislation, specifically the Data Protection Act 1998, and the Privacy and Electronic communications (EC Directive) 2003. The terms of use tells you the terms of use on which you may make use of our website [www.napa-activities.co.uk](http://www.Napa-activities.co.uk). Use of our site includes accessing, browsing, or registering.

**2. Changes to this privacy policy**

NAPA reserves the right to remove or amend this privacy policy from time to time. If we decide to replace or change it, we will post a new policy or the changes to this privacy policy on this page and we encourage you to visit this page frequently to stay informed.  Your continued use of the NAPA website following the posting of a new policy or changes to this privacy policy will indicate your acceptance of the new policy or these changes, as the case may be.

**3. Consent**

Written consent is not requested as it is assumed that the consent has been granted when an individual freely gives their own details. By giving NAPA your details, you will occasionally receive information about our work, including emails and by post.  You can unsubscribe at any time by emailing at [communications@napa-activities.co.uk](mailto:communications@napa-activities.co.uk).

**4. What kind of information do we hold about you?**

1. Personal information

We may collect information from you when you sign up to NAPA (such as when you sign up through the NAPA website for access to our resources, NAPA News or to become a NAPA member). Examples of personal information include; Name, Care Home, Job, postal address, telephone number.

1. Sensitive Personal Information

We may collect information that the Data Protection Act considers ‘sensitive’. Sensitive personal information is personal information relating to your religious or political opinions, sexual orientation, physical or mental health or criminal convictions. Such information will only be collected and retained with your specific consent. We do not collect this information as normal practice or via our website.

**5. How do we use your information?**

We use the personal information we hold about you for the following purposes:

1. To provide you with services
2. To administer our relationship with you
3. We use personal information that you supply us for the purpose of which it was collected. Examples include; sending you information or the answers to a query, to register your interest in taking part in NAPA training days, attend events etc.
4. NAPA would like to contact you about our work, projects, events and developments.
5. For monitoring and evaluation purposes NAPA may choose to use your contact details to get in touch with you to access feedback about your experience. Any information shared with NAPA may be used within the charity overall. Any comments, information taken will be anonymous,
6. If the Assets of NAPA are transferred to a third party. If NAPA decides to transfer our assets or ceases to trade, becomes insolvent, enters into receivership or any similar or equivalent event occurs, NAPA and those acting on behalf of NAPA may transfer your personal information to these third parties.
7. If disclosures are required by law
8. If required to do so by any applicable law, search warrant, subpoena or court order, or by any regulation, treaty or other legally binding obligation with NAPA is required to comply, NAPA or any such company trust will disclose some or all of your personal information as and to the extent that it is required to do so.

**6.    Use of photographs**

NAPA uses photography for documenting, celebrating and promoting our work:

1. Printed materials, training handouts, promotional fliers, plus any future materials such as a summary/evaluation/impact of NAPA’s work.
2. Events in public venues, public spaces and galleries; displays at project celebrations, conferences, NAPA Awards ceremony, recruitment events and to funders or potential funders.
3. Press and media releases
4. The NAPA website has links to NAPA emails and social media sites. This includes but is not exclusive to Facebook, Twitter, Instagram and YouTube.

NAPA acknowledges the issues surrounding manipulation and exploitation of images and the need to be sensitive.

Photographs can be uploaded and submitted to NAPA through emails. These are only shared with the NAPA Team. Additional permissions will be sort from the persons directly should the image be used elsewhere on the NAPA website, NAPA News, Magazine and marketing materials. Press images and enquiries of images needs to be separately handled. No image from NAPA can be used by outside parties without the express knowledge and permissions from NAPA.

NAPA will review removal of any images if a complaint is received from the individual(s) or those with appropriate representation of the persons within the image. This applies to still and moving images published on the NAPA website, social media pages managed by My NAPA and printed publications.  Consent is sort from all persons represented in images used by NAPA. The consent form details information of where the image will be used, how it will be used, and how long the image will be retained by NAPA. All conditions in regards to consent of use will be in line with government GDPR regulations.

**7. How long will we keep your information?**

We will retain your information for as long as you have an active relationship with NAPA.

If you cease to have an active relationship with us or request to receive no further contact, we will delete your information from our records and files, no further contact will be made. You can unsubscribe at any time by emailing us at: [communications@napa-activities.co.uk](mailto:communications@napa-activities.co.uk)

**8. How do we use cookies?**

The NAPA website uses Google Analytics to find out how people use our website in order to make improvements. Google Analytics uses cookies, small text files which are placed on your hard drive to store information, the cookies do not have file accessor use any personally identifiable information. We use cookies on this site to enhance your user experience. If you continue without changing your browser settings we will assume you are happy to receive all cookies on our site.

We use the following cookies.

Strictly necessary cookies are cookies that are required for the operation of our website. They include, for example, cookies that enable you to log into secure areas of our website, use a shopping cart or make use of e-billing services. Analytical/performance cookies allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily. Functionality cookies are used to recognise you when you return to our website. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).

Targeting cookies record your visit to our website, the pages you have visited and the links you have followed. We will use this information to make our website and the advertising displayed on it more relevant to your interests. We may also share this information with third parties for this purpose.

Please note: third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be analytical/performance cookies or targeting cookies. You can block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies.

However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of the NAPA website.

**9. Sale/exploitation of personal information by third parties**

NAPA will not sell, rent, distribute or otherwise make personal information available to any third party, except for the purposes described in this privacy policy or with your express prior permissions.

**10. Data Security**

NAPA uses several mechanisms to protect the security and integrity of your personal information. Unfortunately, no data transmission over the internet can be guaranteed to be completely secure.

So while we strive to protect such information, we cannot ensure or warrant the security of any information you transmit to us and you do so at your own risk.

Once any personal information comes into our possession, we will take reasonable steps and all other precautions required by law to protect that information from misuse and loss and from unauthorised access, modification, or disclosure.

**11. Updates to our site**

We may update our site from time to time and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it. We do not guarantee that our site, or any content on it, will be free from errors or omissions.

**12. Storage**

Personal data is kept on a password-protected computer system and in paper-based systems. Every effort is made to ensure that paper-based data is stored in secure and organised systems including locked cabinets and access to confidential waste disposal processes.

**13. Links to other websites**

The NAPA website contains links to the websites of other organisations which may be if interest to you. Linked websites are responsible for their own privacy practices. This Privacy Policy only applies to NAPA.

**14. Contacting us**

If you would like a copy of your personal information, please stating your full name and providing us with sufficient information to verify your identity. Please help us to respond quickly by indicating why you think we hold personal information about you and what kind of information you think we may hold. Please note an access fee may be charged to cover our reasonable costs of providing the information to you. Sometimes there may be a reason why access will not be possible. If that is the case, you will be told why.

**15. Correcting your details**

Please let us know if the personal information which we hold about you needs to be corrected or updated, please email us.

If you do not want to be contacted in the future by NAPA, please email us to confirm your preference.

**16. Intellectual property rights**

NAPA owns the intellectual property rights of the content on our site, and the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You may print off and download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way without NAPA’s permission, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged. You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors. If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately.

**17. Use of the NAPA logo**

We don’t allow external organisations to use our logo. We have a specific image that may be used by NAPA members. To request this image contact: [membership@napa-activities.co.uk](mailto:membership@napa-activities.co.uk).

The only exceptions may be partner organisations that work closely with us on specific projects. In these cases, we may give permission for our logo to be used. Our policy on the use of the NAPA logo is designed to prevent the public from being misled. The NAPA logo is a registered trademark and is protected under trademark law. If an external party uses it without permission, this constitutes infringement of our trademark. We have also developed specific logo’ d images for NAPA Recognised Suppliers to use.

**18. Copyright**

The material featured on the NAPA website is subject to copyright protection unless otherwise indicated. NAPA copyright protected material may be used in accordance with the ‘[Open Government Licence for Public Sector Information](https://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/)’. Permission to reproduce NAPA protected material does not extend to any material on this site that is identified as being the copyright of a third party. Authorisation to reproduce such material must be obtained from the copyright holders concerned.

**19. You agree to**

use this site only for lawful purposes and in a manner which does not infringe the rights of, restrict, or inhibit the use and enjoyment of this site by any third party. Such restriction and inhibition includes, without limitation, conduct which is unlawful or which may harass or cause distress or inconvenience to any person, the transmission of obscene or offensive materials or disruption of normal flow of dialogue within the site. If the terms and conditions of this site are not agreed to in full then the use of NAPA’s information must terminate immediately.

NAPA do not accept liability for any damages whatsoever, including, without limitation, indirect or consequential damages, loss of profits, or any damages whatsoever arising out of, or in connection with the use or lose of use of this site.