BUIDHEANN TIGHEADAS LOCH AILLSE AGUS AN EILEIN SGITHEANAICH LTD
LOCHALSH AND SKYE HOUSING ASSOCIATION

Privacy Notice

(How we use your personal information)

Introduction

This notice explains what information we collect, when we collect it and how we use this. During the course of our activities we will process personal data (which may be held on paper, electronically, or otherwise) about you and we recognise the need to treat it in an appropriate and lawful manner. The purpose of this notice is to make you aware of how we will handle your information.

Who are we?

We are Lochalsh & Skye Housing Association. We take the issue of security and data protection very seriously and strictly adhere to the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 (DPA18), the Data (Use and Access) Act 2025, and the Privacy and Electronic Communication Regulations (PECR), together with any domestic laws subsequently enacted.

We are registered as a Data Controller with the Office of the Information Commission under registration number **Z6024339** and we are the data controller of any personal data that you provide to us.

Our Data Protection Officer is RGDP LLP who can be contacted at info@rgdp.co.uk. Any questions relating to this notice and our privacy practices should be sent to Info@LSHA.co.uk or addressed to our office.

How we collect information from you and what Information we collect

We collect information about you:

- On the forms completed and in any correspondence or discussions with you when you apply for housing with us, become a tenant, a shared owner or a shared equity owner, request services such as, but not limited to, Energy Advice, Handyperson, Care and Repair, request repairs, enter into a factoring or other agreement with ourselves or otherwise provide us with your personal details;
- when you apply to become a member of the Association or a member of our Board;
- from your use of our services (including online services) whether to report any tenancy/ factoring related issues, make a complaint or otherwise;
- from your arrangements to make payment to us (such as bank details, payment card numbers, employment details, benefit entitlement and any other income and expenditure related information).
- From your responses to satisfaction surveys.

We may collect some but not necessarily all of the following information about you, dependant on which service(s) you use or require:

- Name;

- Address;
- Telephone number;
- E-mail address;
- Date of Birth;
- National Insurance Number;
- Next of Kin;
- Photographic ID;
- Bank details;
- Dependents details, including name, address, date of birth, National Insurance number, gender, disabilities, economic status, relationship to tenant, telephone number, e-mail address;
- Photographs and associated permission forms;
- CCTV Images;
- Sound recording data;
- Account information:
- Equality and diversity information, including special categories of personal data (also called sensitive personal data), which includes information about your health, religion, gender re-assignment, age, marriage and civil partnership, sex, sexual orientation and racial or ethnic origin, such as gender and ethnic group (this is voluntary and can only be recorded and used by us with your explicit consent. You can also withdraw your consent at any time);
- Communication requirements such as your preferred language and your preferred communication format;
- Qualifications;
- Current employment, earnings, savings and other relevant financial information to assess your eligibility for shared equity or shared ownership housing.
- Information provided or collected in investigating a complaint;
- Information provided or collected in investigating an anti social behaviour issue;
- Information provided or collected to assist with tenancy sustainment; and
- Information provided or collected to inform our decision as to whether a two person visit is required.

We may receive the following information from third parties:

- Benefits information, including awards of Housing Benefit/ Universal Credit;
- Payments made by you to us;
- Complaints or other communications regarding behaviour or other alleged breaches of the terms of your contract with us, including information obtained from Police Scotland;
- Reports as to the conduct or condition of your tenancy, including references from previous tenancies, and complaints of anti-social behaviour or other related behaviour;

- Medical and/or sensitive personal data from occupational therapists, GPs or social services, where they are legally entitled to share this data with us;
- Mortgage /loan information;
- Property valuations.
- Updated information received by our contractors; and
- Information in relation to health and wellbeing following responses to alarm call outs from our alarm contractors, Scottish Fire and Rescue Service and the relevant Local Authority

Why we need this information about you and how it will be used

We need your information and will use your information:

- to undertake and perform our obligations and duties to you in accordance with the terms of any contract we may have with you;
- to enable us to supply you with the services and information which you have requested from us or though others for whom we act as agents;
- to enable us to respond to your repair request, housing application and complaints made;to analyse the information we collect so that we can administer, support and improve and develop our business and the services we offer and amend, as necessary, our policies and procedures;
- to contact you in order to send you details of any changes which may affect you;
- to comply with external reporting requirements: it is a requirement of the Scottish Housing Regulator to record and report the diversity characteristics of tenants where this information has been provided to us with your explicit consent;
- to allow us to make contact with you in the most appropriate way. For example, we can provide literature in large print if you have difficulty reading smaller print; or provide documents in an alternative language if English is not your preferred language; and
- to protect people from unlawful discrimination; it will be used to report anonymously to our key internal stakeholders to ensure that our services are inclusive, meet peoples' needs and are not discriminatory. For example, by reviewing anonymous customer complaints by age or disability we can ensure that certain groups of tenants are not disproportionately dissatisfied with our service, or subject to discrimination;
- to have an understanding of your personal situation and individual needs will help us to provide a tailored service that meets any physical, cultural or financial needs that you may have;
- to meet our equality commitments as part of our Equality and Diversity Policy: we place great importance on listening and responding to your needs, promoting your interests and enhancing trust. This can include making reasonable adjustments in specific circumstances to ensure a particular resident's support needs or accessibility requirements are respected and met, or it can mean implementing positive action initiatives and using the data we collect to improve our policies, procedures and services more generally.
- It will be used to support you to effectively manage and sustain your tenancy, including, but not limited to: providing welfare benefit advice and housing

management to ensure compliance with the terms of your contract with us;

- for all other purposes consistent with the proper performance of our operations and business; and
- to contact you for your views on our services. In circumstances where we may wish to use your personal data to help us improve our services for you (including, but not limited to, involvement in our resident scrutiny processes), we will explicitly seek your consent.

When you visit our website

We may collect personal information about you, if you:

- pay your rent;
- pay your factoring bill;
- report a repair to us;
- make a complaint to us; or
- complete and submit a “contact us” form.

We may use this personal information to:

- provide you with the services that you have requested from us;
- communicate with you, including in response to any of your enquiries;
- improve our services and respond to changing needs;
- process your rent payments;
- carry out repairs to your property;
- handle and resolve complaints made by, or, against you;
- keep the personal information that we hold about you accurate and up-to-date (if you provide any new personal information to us via the website); and
- signpost you to organisations that can offer benefits and debt advice and support.

Visiting our premises

When you visit one of our premises, we may record your name in our signing-in register. Your image may be captured by our CCTV cameras. Notices are available where the cameras are in operation.

If you are a business contact

We may collect your business contact details such as your name, business address and business e-mail and your company’s bank account details. If you are a sole trader this may be your personal details which will be treated in accordance with this notice.

If you apply for a job with us

We will ask for your contact details, previous employment history and qualifications. We may collect details of ethnicity and disability – for equalities monitoring and so that we can make any appropriate adjustments to accommodate you through the recruitment process.

Lawful Processing

Data protection law requires us to rely on one or more lawful grounds to process your personal information. We consider the following grounds to be relevant:

Performance of a contract

Where we are entering into a contract with you or performing our obligations under it, like when you have a Tenancy or Factoring Agreement with us.

Performance of a task in the public interest

Where we provide housing services in relation to:

(a) the prevention and alleviation of homelessness,

(b) the management of housing accommodation where we have granted a Scottish secure tenancy.

Legal obligation

Where necessary so that we can comply with a legal or regulatory obligation to which we are subject, for example where we are ordered by a court or regulatory authority like HMRC.

Vital interests

Where it is necessary to protect life or health (for example in the case of medical emergency suffered by an individual on our premises) or a safeguarding issue which requires us to share your information with the emergency services.

Specific consent

Where you have provided specific consent to us using your personal information in a certain way, such as to send you email, text and/or telephone marketing.

Legitimate interests

Where it is reasonably necessary to achieve our or others' legitimate interests (as long as what the information is used for is fair and does not duly impact your rights).

We consider our legitimate interests to be for running the Association. For example to:

- provide our services;
- run our business, for example, processing financial transactions for payment of our suppliers and to invoice our contractors
- recruit staff
- protect our staff and customers and assist with the prevention and detection of crime
- monitor who we deal with to protect the Association against fraud, money laundering and other risks;
- enhance, modify, personalise or otherwise improve our services /communications for the benefit of our customers;
- better understand how people interact with our website; and
- use CCTV for the prevention and detection of crime, and for the safety and security of staff, tenants, and other persons, including visitors to the Association premises

When we legitimately process your personal information in this way, we consider and balance any potential impact on you (both positive and negative), and your rights under data protection laws. We will not use your personal information where our interests are overridden by the impact on you, for example, where use would be excessively intrusive (unless, for instance, we are otherwise required or permitted to by law).

Recognised Legitimate interests

Where there is a recognised legitimate interest, as defined under the Data (Use and Access) Act 2024 and by the relevant Secretary of state for example for the purposes of national security, public security, defence, responding to emergencies, preventing or

detecting crime, safeguarding children or individuals at risk.

When we use sensitive personal information, such as health information, we require an additional legal basis to do so under data protection laws, so will either do so on the basis of your explicit consent or another route available to us at law (for example, if we need to process it for employment, social security or social protection purposes, your vital interests, or, in some cases, if it is in the public interest for us to do so).

Sharing of Your Information

The information you provide to us will be treated by us as confidential and will be processed only by our employees within the UK.

We may disclose your information to other third parties who act for us for the purposes set out in this notice or for purposes approved by you, including the following:

- if we enter into a joint venture with or merged with another business entity, your information may be disclosed to our new business partners or owners;
- if we instruct repair or maintenance works, your information may be disclosed to any contractor;
- if we are investigating a complaint, information may be disclosed to Police Scotland, Local Authority departments, Scottish Fire & Rescue Service, NHS Highland and others involved in any complaint, whether investigating the complaint or otherwise;
- if we are updating tenancy or ownership details, your information may be disclosed to third parties (such as utility companies, Scottish Government and the Local Authority);
- Your information may be shared with our solicitors and auditors and Data Protection advisers;
- if we are investigating payments made or otherwise, your information may be disclosed to payment processors, the Local Authority and the Department of Work & Pensions;
- if we are conducting a survey of our services, your information may be disclosed to third parties assisting in the compilation and analysis of the survey results;
- Your data (name and address) may be shared with organisations who deliver mail on our behalf;
- As requested by the local authority with regards to the processing of council tax or electoral registrar;
- when administering the purchase and sale of shared equity or shared ownership housing we will share your information with Scottish Government and their solicitors, your solicitors, your valuers/surveyors and your lenders, and some information may be shared with the owner or prospective purchaser of the property;
- when we provide products and/or services in terms of the Handyperson and Care and Repair Services;
- when we have identified a wellbeing support need or have a serious safeguarding concern and need to report an urgent situation to Police Scotland, health services or social work for their advice and assistance and there are information-sharing protocols in place;
- individuals or organisations who have been granted third party authority or

power of attorney;

- If you are using an advice or advocacy service (such as a solicitor, advice agency or welfare benefits advisor) we will share relevant information with them where it is necessary to progress your case;
- when we provide services in connection with our Energy Advice Service;
- when required to do so for legal or regulatory reasons, for example to the Health and Safety Executive or Scottish Public Services Ombudsman;
- where we share your information with our photographer to allow photos to be taken for our newsletter and website.

Unless required to do so by law, we will not otherwise share, sell or distribute any of the information you provide to us without your consent.

Transfers outside the UK and Europe

Your information will only be stored in the UK.

Security

When you give us information we take steps to make sure that your personal information is kept secure and safe. All data is held in accordance with LSHA's Data Protection Policy If you wish to see the security measures that are in place, please view our Privacy Policy on the LSHA website or in our office.

How long we will keep your information

We review our data retention periods regularly and will only hold your personal data for as long as is necessary for the relevant activity, or as required by law (we may be legally required to hold some types of information), or as set out in any relevant contract we have with you.

Our full Retention Schedule is available to view on the LSHA website or in our office.

Your Rights

You have the right at any time to request to exercise your data subjects' rights in relation to the following:

- The right to be informed – covered by this privacy notice
- The right of access – to request a copy of your personal information and to check that we are holding and using it in accordance with legal requirements.
- The right to rectification - correction of any incomplete or inaccurate personal information that we hold and use about you, there may be instances where it is not appropriate to rectify information, for example, if something was done incorrectly but identified and the correct cause of action taken, the record would show the full picture so would be accurate
- The right to be forgotten – to request deletion of your personal information where there is no good reason for us continuing to hold and use it, if there is a legal obligation to keep the information then this does not apply, for example, where there is a contractual obligation to keep the information
- You also have the right to ask us to do this where you object to us holding and using your personal information (details below).
- The right to restrict processing – to temporarily suspend the use of your personal information, for example, if you want us to check that it is correct or

the reason for processing it, this is not an absolute right and only applies in certain circumstances, for example, where the processing is unlawful or we no longer need the data for the purpose of the processing.
- The right to data portability – to request the transfer of your personal information to another organisation, where you have provided the information to us electronically.
- The right to object to processing - You can also object to us holding and using your personal information where our legal basis is a legitimate interest (either our legitimate interests or those of a third party), including the right to object to direct marketing.
- Rights in relation to automated decision making and profiling.

If you would like to exercise any of your rights above,

to do so, you can:
- Email us: info@LSHA.co.uk
- Phone: 01478 612035
- Speak to one of our members of staff
- Write to : Lochalsh and Skye Housing Association, Morrison House, Bayfield, Portree, Isle of Skye, IV51 9EW

We will respond without delay and within one month of your request in writing.

You will not have to pay a fee to access your information (or to exercise any of the other rights). However, we may charge a reasonable fee if your request for information is clearly unfounded or excessive. Alternatively, we may refuse to comply with the request in such circumstances.

You should note that not all rights under the UK GDPR and Data Protection Act 2018 are not absolute and are subject to qualification

Queries and Complaints

If you are not satisfied with our handling of your request or have any other data protection related issue, in the first instance, you have the right to contact us with your complaint so that we can investigate, any complaints should be marked ‘GDPR Complaint’ and should be sent to the DPO at info@LSHA.co.uk

If you still remain unsatisfied after your complain has been processed by us, you also have the right to complain to the Information Commission in relation to our use of your information. The Information Commission contact details are noted below: The Information Commissioner’s Office Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF Telephone: 0303 123 1113 Website: https://ico.org.uk/make-a-complaint/

The accuracy of your information is important to us - please help us keep our records updated by informing us of any changes to your email address and other contact details.

Changes to this Privacy Notice
LSHA reserves the right to update this privacy notice at any time and will provide you with a new notice when making any substantial updates. We may also notify you in other ways from time to time about the processing of your personal data.

Appendix 3

BUIDHEANN TIGHEADAS LOCH AILLSE AGUS AN EILEIN SGITHEANAICHLTD

LOCHALSH AND SKYE HOUSING ASSOCIATION

Employee Privacy Notice

(How we use employee information)

Introduction

This notice explains what information we collect, when we collect it and how we use this. During the course of our activities we will process personal data (which may be held on paper, electronically, or otherwise) about you and we recognise the need to treat it in an appropriate and lawful manner. The purpose of this notice is to make you aware of how we will handle your information.

1. Lochalsh & Skye Housing Association ("we" or "us") is committed to a policy of protecting the rights of individuals with respect to the processing of their personal data and adhere to guidelines published in the UK General Data Protection Regulation (UK GDPR), UK Data Protection Act 2018 (DPA18), the Data (Use and Access) Act 2025 and the Privacy and Electronic Communications Regulations 2003 (PECR), together with any domestic laws subsequently enacted. We collect and use personal data for a variety of reasons.

   We are registered as a Data Controller with the Office of the Information Commissioner under registration number **Z6024339** and we are the data controller of any personal data that you provide to us.

   Our Data Protection Officer is RGDP LLP who can be contacted at info@rgdp.co.uk.

   Any questions relating to this notice and our privacy practices should be sent to Info@LSHA.co.uk.

2. We collect some or all of the following information from you through a variety of resources (i) directly from you; or (ii) third parties (including pension providers):

   - Name
   - Date of Birth
   - Address
   - Telephone Number
   - E-mail address
   - NI number
   - Personal characteristics such as gender and ethnic group
   - Details of previous employment
   - Disclosure Scotland
   - Qualifications/Awards
   - Absence information
   - Bank details
   - HMRC and Pension details

- Next of Kin
- Emergency Contact number
- Medical Practice
- Details of any allergies/conditions which may be important in an emergency
- Details of periods of leave taken by you, including holiday, sickness absence, family leave and sabbaticals
- Details of any disciplinary or grievance procedures in which you have been involved, including any warnings issued to you and related correspondence
- Assessments of your performance, including appraisals, performance reviews and ratings, performance improvement plans and related correspondence
- Information about medical or health conditions, including if you have a disability for which the organisation needs to make reasonable adjustments
- CCTV imagery
- Telephone call recordings
- Complaint details as a result of any lodged complaints from our tenants / owners

We collect and use the above information and personal data for:

(a) Administration of contracts of employment;
(b) Payment of salaries;
(c) Recruitment and selection;
(d) Pensions and associated benefits, appraisal, training and development;
(e) Membership of professional bodies.

3. We may disclose your personal data to any of our employees, officers, contractors, insurers, professional advisors, agents, suppliers or subcontractors, government agencies and regulators and healthcare providers so far as reasonably necessary, and in accordance with data protection legislation.

   We may also disclose your personal data:

   - with your consent;
   - to the extent that we are required to do so by law;
   - to comply with any regulatory requirements;
   - to protect the rights, property and safety of us, our tenants, users of our websites and other persons;
   - in connection with any ongoing or prospective legal proceedings;
   - If we are investigating a complaint, information may be disclosed to solicitors, independent investigators such as auditors, the Scottish Housing Regulator and other regulatory body involved in any complaint, whether investigating the complaint or otherwise;
   - to the purchaser (or prospective purchaser) of any business or asset that we are (or are contemplating) selling;
   - to another organisation if we enter a joint venture or merge with another organisation.

4. Your information will only be stored within the UK.

5. When you give us information we take steps to make sure that your personal information is kept secure and safe.

   If you wish to see the security measures that are in place, please view our Data

Protection Policy on the LSHA intranet.

6. We review our data retention periods regularly and will only hold your personal data for as long as is necessary for the relevant activity, or as required by law (we may be legally required to hold some types of information), or as set out in any relevant contract we have with you.

   Data retention guidelines on the information we hold is provided in our Data Protection Policy on the LSHA intranet.

7. You have the right at any time to request to exercise your data subjects' rights in relation to the following::

   - the right to be informed
   - the right to access
   - the right to rectification
   - the right to object to processing
   - rights in relation to automated decision making and profiling
   - the right to be forgotten
   - the right to data portability
   - the rights to restrict processing

   You should note that not all rights under the UK GDPR and Data Protection Act

   2018 are not absolute and are subject to qualification.

8. If you would like to find out more about how we use your personal data or want to see a copy of information about you that we hold or wish to exercise any of your above rights, please contact the Chief Executive.

Queries and Complaints

If you have any complaints about the way your data is processed or handled by us, in the first instance, please contact our Data Protection Officer.

You also have the right to complain to the Information Commission in relation to our use of your information. The Information Commission's contact details are noted below:

Telephone: 0303 123 1113

Online: Make a complaint | ICOThe accuracy of your information is important to us – please help us keep our records updated by informing us of any changes to your personal and contact details.

This Privacy Notice was last updated on 05/02/2026

Appendix 4

Addendum to Terms and Conditions of Employment

Introduction

We hold information about you on your personal file. You are entitled to access this file and to other information that we hold about you, subject to certain restrictions imposed by law. The Privacy Notice annexed to these Terms & Conditions of Employment (a duplicate copy of which we have provided to you) confirms what personal information we hold which we have obtained from you or third parties. Our Data Protection Policy contains further details regarding Data Protection matters, and the handling of personal data. By signing these Terms & Conditions of Employment you confirm that you have read and understood our Data Protection Policy and will comply with the terms of that Policy.

We may also require to process sensitive personal data of yours. Any sensitive personal data we process to comply with our obligations as your employers and/ or your vital interests is outlined within the Privacy Notice annexed hereto. We will seek to obtain your consent to process any additional sensitive personal data of yours that we wish to process.

Appendix 5

DATA SHARING AGREEMENT

between

Lochalsh & Skye Housing Association, a Scottish Charity (Scottish Charity Number SC038019), a registered society under the Co-operative and Community Benefit Societies Act 2014 with Registered Number 324 and having their Registered Office at Morrison House, Bayfield, Portree, Isle of Skye, IV51 9EW (the "Association");

and

Insert Company Name registered in terms of the Companies Acts with registered number registered number and having its registered office/main office at address (each a "**Party**" and together the "**Parties**").

WHEREAS

(a) The Association and **Insert Company Name** intend that this data sharing agreement will form the basis of the data sharing arrangements between the parties (the "Agreement"); and

(b) The intention of the Parties is that they shall each be independent Data Controllers in respect of the Data that they process under this Agreement.

(c) Nothing in this Agreement shall alter, supersede, or in any other way affect the terms of **insert details of relationship/ contract with Party 2**

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

1.1 In construing this Agreement, capitalised words and expressions shall have the meaning set out opposite:

"Agreement" means this Data Sharing Agreement, as amended from time to time in accordance with its terms, including the Schedule;

"Business Day" means any day which is not a Saturday, a Sunday or a bank or public holiday throughout Scotland;

"Data" means the information which contains Personal Data and Sensitive Personal Data (both of which have the definition ascribed to them in Data Protection Law) described in Part 1;

"Data Controller" has the meaning set out in Data Protection Law;

"Disclosing Party" means the Party (being either the Association or insert Company Name, as appropriate) disclosing Data (or on behalf of whom Data is disclosed to the Data Recipient);

"Data Protection Law" means the provisions of the Data Protection Act 2018, the UK General Data Protection Regulation ("UK GDPR"), the Data (Use and Access) Act 2025 the EU Directive 2002/58/EC on Privacy and Electronic Communications, as transposed into UK legislation, and any applicable decisions, guidelines, guidance notes and codes of practice issued from time to time by courts, the Information Commissioner's Office and any other applicable UK government departments, in each together with all laws implementing, replacing, amending or supplementing the same and any other applicable data protection or privacy laws;**"Data Recipient"** means the party (being either the Association or insert Company Name, as appropriate) to whom Data is disclosed;

"Data Subject" means any identifiable individual to whom any Data relates: and the categories of data subjects within the scope of this Agreement are listed in Part 1;

"Data Subject Request" means a written request of either party as Data Controller by or on behalf of a Data Subject to exercise any rights conferred by Data Protection Law in relation to the data or the activities of the parties contemplated by this Agreement;

"Disclosing Party" means the party (being either the Association or insert Company Name, as appropriate) disclosing Data to the Data Recipient;

"Information Commissioner" means the UK Information Commissioner and any successor;

"Law" means any statute, directive, other legislation, law or regulation in whatever form, delegated act (under any of the foregoing), rule, order of any court having valid jurisdiction or other binding restriction, decision or guidance in force from time to time;

"Legal Basis" means in relation to either Party, the legal basis for sharing the Data as described in Clause 2.3 and as set out in Part 2;

"Purpose" means the purpose referred to in Part 2;

"Representatives" means, as the context requires, the representative of the Association and/or the representative of insert Company Name as detailed in Part 4 of the Schedule. The same may be changed from time to time on notice in writing by the relevant Party to the other Party;

"Schedule" means the Schedule in 6 Parts annexed to this Agreement and a reference to a "Part" is to a Part of the Schedule; and

"Security Measures" has the meaning given to that term in Clause 2.4.5.

1.2 In this Agreement unless the context otherwise requires:

1.2.1 words and expressions defined in Data Protection Law shall have the same meanings in this Agreement so that, in the case of Data Protection Law, words and expressions shall be interpreted in accordance with:

(a) the UK General Data Protection Regulation;

(b) the UK Data Protection Act 2018; and

(c) the Data (Use and Access) Act 2025

1.2.2 more generally, references to statutory provisions include those statutory provisions as amended, replaced, re-enacted for the time

being in force and shall include any bye-laws, statutory instruments, rules, regulations, orders, notices, codes of practice, directions, consents or permissions and guidelines (together with any conditions attached to the foregoing) made thereunder;

2. DATA SHARING

Purpose and Legal Basis

2.1 The Parties agree to share the Data for the Purpose in accordance with the provisions of Part 2 of the Schedule.

2.2 Save as provided for in this Agreement, the Parties agree not to use any Data disclosed in terms of this Agreement in a way that is incompatible with the Purpose.

2.3 Each Party shall ensure that it processes the Data fairly and lawfully in accordance with Data Protection Law and each Party as Disclosing Party warrants to the other Party in relation to any Data disclosed, that such disclosure is justified by a Legal Basis.

Parties' Relationship

2.4 The Parties agree that the relationship between them is such that any processing of the Data shall be on a Data Controller to Data Controller basis. The Data Recipient agrees that:

2.4.1 it is a separate and independent Data Controller in respect of the Data that it processes under this Agreement, and that the Parties are not joint Data Controllers or Data Controllers in common;

2.4.2 it is responsible for complying with the obligations incumbent on it as a Data Controller under Data Protection Law (including responding to any Data Subject Request);

2.4.3 it shall comply with its obligations under Part 6 of the Schedule;

2.4.4 it shall not transfer any of the Data outside the United Kingdom or to an international organisation unless such transfer is permitted by Data Protection Law, in accordance with Chapter V of the UK GDPR, and provisions which are adequate and equivalent to the terms of this Agreement are in place in respect of the transfer of the Shared Personal Data;

2.4.5 Provided that where the Data has been transferred outside the United Kingdom and / or the European Economic Area, the Disclosing Party may, acting reasonably, require that the Data is transferred back to within the United Kingdom:

a) on giving not less than 3 months' notice in writing to that effect; or

b) at any time in the event of a change in Law which makes it unlawful for the Data to be processed in the jurisdiction outside the United Kingdom where it is being processed; and

2.4.6 it shall implement appropriate technical and organisational measures including the security measures set out in Part 5 of the Schedule (the "**Security Measures**"), so as to ensure an appropriate level of security is adopted to mitigate the risks associated with its processing of the Data, including against unauthorised or unlawful processing, accidental or unlawful destruction, loss, alteration,

unauthorised disclosure of or damage or access to such Data.

2.5 The Disclosing Party undertakes to notify in writing the other as soon as practicable if an error is discovered in Data which has been provided to the Data Recipient, to ensure that the Data Recipient is then able to correct its records. This will happen whether the error is discovered through existing Data quality initiatives or is flagged up through some other route (such as the existence of errors being directly notified to the Disclosing Party by the Data Subjects themselves).

Transferring Data

2.6 Subject to the Data Recipient's compliance with the terms of this Agreement, the Disclosing Party undertakes to endeavour to provide the Data to the Data Recipient on a non-exclusive basis in accordance with the transfer arrangements detailed in Part 3 of the Schedule.

3. BREACH NOTIFICATION

3.1 Each Party shall, promptly (and, in any event, no later than 12 hours after becoming aware of the breach or suspected breach) notify the other party in writing of any breach or suspected breach of any of that Party's obligations in terms of Clauses 1 and/or 2 and of any other unauthorised or unlawful processing of any of the Data and any other loss or destruction of or damage to any of the Data. Such notification shall specify (at a minimum):

3.1.1 the nature of the personal data breach or suspected breach;

3.1.2 the date and time of occurrence;

3.1.3 the extent of the Data and Data Subjects affected or potentially affected, the likely consequences of any breach (in the case of a suspected breach, should it have occurred) for Data Subjects affected by it and any measures taken or proposed to be taken by the that party to contain the breach or suspected breach; and

3.1.4 any other information that the other Party shall require in order to discharge its responsibilities under Data Protection Law in relation to such breach or suspected breach.

3.2 The Party who has suffered the breach or suspected breach shall thereafter promptly, at the other Party's expense (i) provide the other Party with all such information as the other Party reasonably requests in connection with such breach or suspected breach; (ii) take such steps as the other Party reasonably requires it to take to mitigate the detrimental effects of any such breach or suspected breach on any of the Data Subjects and/or on the other Party; and (iii) otherwise co-operate with the other Party in investigating and dealing with such breach or suspected breach and its consequences.

3.3 The rights conferred under this Clause 3 are without prejudice to any other rights and remedies for breach of this Agreement whether in contract or otherwise in law.

4. DURATION, REVIEW AND AMENDMENT

4.1 This Agreement shall come into force immediately on being executed by all the Parties and continue for **insert termination date** unless terminated earlier by the Disclosing Party in accordance with Clause 4.5.

4.2 This Agreement will be reviewed one year after it comes into force and every two years thereafter until termination or expiry in accordance with its terms.

4.3 In addition to these scheduled reviews and without prejudice to Clause 4.5, the Parties will also review this Agreement and the operational arrangements which give effect to it, if any of the following events takes place:

4.3.1 the terms of this Agreement have been breached in any material aspect, including any security breach or data loss in respect of Data which is subject to this Agreement; or

4.3.2 the Information Commissioner or any of his or her authorised staff recommends that the Agreement be reviewed

4.4 Any amendments to this Agreement will only be effective when contained within a formal amendment document which is formally executed in writing by both Parties.

4.5 In the event that the Disclosing Party has any reason to believe that the Data Recipient is in breach of any of its obligations under this Agreement, the Disclosing Party may at its sole discretion:

4.5.1 suspend the sharing of Data until such time as the Disclosing Party is reasonably satisfied that the breach will not re-occur; and/or

4.5.2 terminate this Agreement immediately by written notice to the Data Recipient if the Data Recipient commits a material breach of this Agreement which (in the case of a breach capable of a remedy) it does not remedy within five (5) Business Days of receiving written notice of the breach.

4.6 Where the Disclosing Party exercises its rights under Clause 4.5, it may request the return of the Data (in which case the Data Recipient shall, no later

than fourteen (14) days after receipt of such a written request from the Disclosing Party, at the Disclosing Party's option, return or permanently erase/destroy all materials held by or under the control of the Data Recipient which contain or reflect the Data and shall not retain any copies, extracts or other reproductions of the Data either in whole or in part and shall confirm having done so to the other Party in writing), save that the Data Recipient will be permitted to retain one copy for the purpose of complying with, and for so long as required by, any law or judicial or administrative process or for its legitimate internal compliance and/or record keeping requirements.

5. LIABILITY

5.1 Nothing in this Agreement limits or excludes the liability of either Party for:

5.1.1 death or personal injury resulting from its negligence; or

5.1.2 any damage or liability incurred as a result of fraud by its personnel; or

5.1.3 any other matter to the extent that the exclusion or limitation of liability for that matter is not permitted by law

5.2 The Data Recipient indemnifies the Disclosing Party against any losses, costs, damages, awards of compensation, any monetary penalty notices or administrative fines for breach of Data Protection Law and/or expenses (including legal fees and expenses) suffered, incurred by the Disclosing Party, or awarded, levied or imposed against the other party, as a result of any breach by the Data Recipient of its obligations under this Agreement. Any such liability arising from the terms of this Clause 5.2 is limited to £STERLING in the aggregate for the duration of this Agreement.

5.3 Subject to Clauses 5.1 and 5.2 above:

5.3.1 each Party excludes all liability for breach of any conditions implied by law (including any conditions of accuracy, security, completeness, satisfactory quality, fitness for purpose, freedom from viruses, worms, trojans or other hostile computer programs, non-infringement of proprietary rights and the use of reasonable care and skill) which but for this Agreement might have effect in relation to the Data;

5.3.2 neither Party shall in any circumstances be liable to the other party for any actions, claims, demands, liabilities, damages, losses, costs, charges and expenses that the other party may suffer or incur in connection with, or arising (directly or indirectly) from, any use of or reliance on the Data provided to them by the other Party; and

5.3.3 use of the Data by both Parties is entirely at their own risk and each party shall make its own decisions based on the Data, notwithstanding that this Clause shall not prevent one party from offering clarification and guidance to the other party as to appropriate interpretation of the Data.

6. DISPUTE RESOLUTION

6.1 The Parties hereby agree to act in good faith at all times to attempt to resolve any dispute or difference relating to the subject matter of, and arising under, this Agreement.

6.2 If the Representatives dealing with a dispute or difference are unable to resolve this themselves within twenty (20) Business Days of the issue arising, the matter shall be escalated to the following individuals in Part 4 of the Schedule identified as escalation points who will endeavour in good faith to resolve the issue.

6.3 In the event that the Parties are unable to resolve the dispute amicably within a period of twenty (20) Business Days from the date on which the dispute or difference was escalated in terms of Clause 6.2, the matter may be referred to a mutually agreed mediator. If the identity of the mediator cannot be agreed, a mediator shall be chosen by the Dean of the Royal Faculty of Procurators in Glasgow.

6.4 If mediation fails to resolve the dispute or if the chosen mediator indicates that the dispute is not suitable for mediation, and the Parties remain unable to resolve any dispute or difference in accordance with Clauses 6.1 to 6.3, then either Party may, by notice in writing to the other Party, refer the dispute for determination by the courts.

6.5 The provisions of Clauses 6.1 to 6.4 do not prevent either Party from applying for an interim court order whilst the Parties attempt to resolve a dispute.

7. NOTICES

7.1 Any Notices to be provided in terms of this Agreement must be provided in writing and addressed to the relevant Party in accordance with the contact details noted in Part 4 of the Schedule, and will be deemed to have been received (i) if delivered personally, on the day of delivery; (ii) if sent by first class post or other next working day delivery, the second day after posting; (iii) if by courier, the date and time the courier's delivery receipt is signed; or (iv) if by fax, the date and time of the fax receipt.

8. GOVERNING LAW

8.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) (a **"Dispute"**) shall, in all respects, be governed by and construed in accordance with the law of Scotland. Subject to Clause 6, the Parties agree that the Scottish Courts shall have exclusive jurisdiction in relation to any Dispute.

IN WITNESS WHEREOF these presents consisting of this and the preceding 6 pages together with the Schedule in 6 parts hereto are executed by the Parties hereto as follows:

On behalf of the Association
at

on
by

Print Full Name	Director/Secretary/Authorised Signatory

before this witness

Print Full Name	Witness

Address

On behalf of insert Company Name
at

on
by

Print Full Name	Director/Secretary/Authorised Signatory

before this witness

Print Full Name	Witness

Address

THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING DATA SHARING AGREEMENT BETWEEN THE ASSOCIATION AND INSERT COMPANY NAME

BUIDHEANN TIGHEADAS LOCH AILLSE AGUS AN EILEIN SGITHEANAICH LTD
LOCHALSH AND SKYE HOUSING ASSOCIATION

Appendix 6

DATA PROCESSING AGREEMENT / ADDENDUM

between

Lochalsh & Skye Housing Association a Scottish Charity (Scottish Charity Number SC038019), a registered society under the Co-operative and Community Benefit Societies Act 2014 with Registered Number 324and having their Registered Office at Morrison House, Bayfield, Portree, Isle of Skye, IV51 9EW (the "Association");

and

Insert company name registered in terms of the Companies Acts with registered number registered number and having its registered office/main office at insert address (the "Processor")

(each a "**Party**" and together the "**Parties**")

WHEREAS

(a) The Association and the Processor have entered in to an agreement to insert detail (hereinafter the "Principal Agreement");

(b) This Data Protection Addendum forms part of the Principal Agreement; and

(c) In consideration of the mutual obligations set out herein, the Parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Principal Agreement. Except where the context requires otherwise, references in this Addendum to the Principal Agreement are to the Principal Agreement as amended by, and including, this Addendum.

1. Definitions

1.1 The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalised terms not otherwise defined herein shall have the meaning given to them in the Principal Agreement. Except as modified below, the terms of the Principal Agreement shall remain in full force and effect. In this Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

1.1.1 **"Applicable Laws"** means (a) European Union or Member State laws with respect to any Company Personal Data in respect of which any Company Group Member is subject to EU Data Protection Laws; and (b) any other applicable law with respect to any Association Personal Data in respect of which any Company Group Member is subject to any other Data Protection Laws;

1.1.2 "**Association Personal Data**" means any Personal Data Processed by a Contracted Processor on behalf of the Association pursuant to or in connection with the Principal Agreement;

1.1.3 "**Contracted Processor**" means Processor or a Subprocessor;

1.1.4 "**Data Protection Laws**" means, in relation to any Personal Data which is Processed in the performance of the Main Agreement, the UK General Data Protection Regulation ("UK GDPR"); the UK Data Protection Act 2018; the Data (Use and Access) Act 2025; the EU Directive 2002/58/EC on privacy and electronic communications, as

transposed into UK legislation and retained after Brexit by the provisions of the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations; and any applicable decisions, guidelines, guidance notes and codes of practice issued from time to time by courts, the Information Commissioner's Office and other applicable UK government departments; in each case together with all laws implementing, replacing, amending or supplementing the same and any other applicable data protection or privacy laws; "**EEA**" means the European Economic Area;

1.1.5 "**EU Data Protection Laws**" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

1.1.6 "**GDPR**" means EU General Data Protection Regulation 2016/679;

1.1.7 "**Restricted Transfer**" means:

1.1.7.1 a transfer of Association Personal Data from the Association to a Contracted Processor; or

1.1.7.2 an onward transfer of Association Personal Data from a Contracted Processor to a Contracted Processor, or between two establishments of a Contracted Processor, in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws);

1.1.8 "**Services**" means the services and other activities to be supplied to or carried out by or on behalf of the Processor for the Association pursuant to the Principal Agreement;

1.1.9 "**Subprocessor**" means any person (including any third party, but excluding an employee of a Processor or any of its sub-contractors) appointed by or on behalf of the Processor which is engaged in the Processing of Personal Data on behalf of the Association in connection with the Principal Agreement; and

1.2 The terms, "**Commission", "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processing**" and "**Supervisory Authority**" shall have the same meaning as in the UK GDPR, and their related terms shall be construed accordingly.

1.3 The word "include" shall be construed to mean include without limitation, and cognate terms shall be construed accordingly**.**

2. Processing of Association Personal Data

2.1 The parties agree that the Customer is a Data Controller and that the Supplier is a Data Processor for the purposes of processing Personal Data.

2.2 Each party shall at all times in relation to processing connected with the Main Agreement comply with Data Protection Laws.

2.3 The Data Processor shall only process the types of Personal Data relating to the categories of data subjects for the purposes of the Main Agreement and for the specific purposes in each case as set out in Schedule 1 (Details of Processing of Personal Data) to this Addendum and shall not process, transfer, modify, amend or alter the Personal Data or disclose or permit the disclosure of the Personal Data to any third party other than in accordance with the Data Controller's documented instructions (whether in the Main Agreement or otherwise) unless processing is required by applicable law to which the Data Processor is subject, in which case the Data Processor shall, to the extent permitted by such law, inform the Data Controller of that legal requirement before processing that Personal Data.

2.4 The Data Processor shall immediately inform the Data Controller, if in its opinion, an instruction pursuant to the Main Agreement or this Addendum infringes Data Protection Laws.

2.5 The Data Controller warrants to and undertakes with the Data Processor that all data subjects of the Personal Data have been or will be provided with appropriate privacy notices and information to establish and maintain for the relevant term the necessary legal grounds under Data Protection Laws for transferring the Personal Data to the Data Processor to enable the Data Processor to process the Personal Data in accordance with this Addendum and the Main Agreement.

3. Processor and Personnel

3.1 The Data Processor shall treat all Personal Data as strictly confidential and shall inform all its employees, agents, contractors and/or Authorised Sub-Processors engaged in processing the Personal Data of the confidential nature of such Personal Data.

3.2 The Data Processor shall take reasonable steps to ensure the reliability of any employee, agent, contractor and/or Authorised Sub- Processor who may have access to the Personal Data, ensuring in each case that access is limited to those persons or parties who need to access the relevant Personal Data, as necessary for the purposes set out in section 2.1 above in the context of that person's or party's duties to the Data Processor.

3.3 The Data Processor shall ensure that all such persons or parties involved in the processing of Personal Data are subject to:

3.3.1 confidentiality undertakings or are under an appropriate statutory obligation of confidentiality; and

3.3.2 user authentication processes when accessing the Personal Data.

4. Security

4.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Processor shall in relation to the Association Personal Data implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures

referred to in Article 32(1) of the GDPR.

4.2 In assessing the appropriate level of security, the Processor shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

5. **Subprocessing**

5.1 Subject to section 5.4, the Data Processor shall not engage any Sub-Processor to process Personal Data other than with the prior specific or general written authorisation of the Data Controller.

5.2 In the case of general written authorisation, the Data Processor shall inform the Data Controller of any intended changes concerning the addition or replacement of other Data Processors (Sub-Processors), thereby giving the Data Controller the opportunity to object to such changes.

5.3 With respect to each Sub- Processor, the Data Processor shall:

5.3.1 carry out adequate due diligence on each Sub- Processor to ensure that it is capable of providing the level of protection for the Personal Data as is required by this Addendum including without limitation, sufficient guarantees to implement appropriate technical and organisational measures in such a manner that Processing will meet the requirements of Data Protection Laws and this Addendum;

5.3.2 include terms in the contract between the Data Processor and each Sub- Processor which are the same as those set out in this Addendum, and shall supervise compliance thereof;

5.3.3 insofar as that contract involves the transfer of Personal Data outside of the UK, incorporate the Standard Contractual Clauses or such other mechanism as directed by the Data Controller into the contract between the Data Processor and each Sub- Processor to ensure the adequate protection of the transferred Personal Data, or such other arrangement as the Data Controller may approve, as providing an adequate protection in respect of the processing of Personal Data in such third country(ies); and

5.3.4 remain fully liable to the Data Controller for any failure by each Sub-Processor to fulfil its obligations in relation to the Processing of any Personal Data.

5.4 As at the date of the Main Agreement or (if later) implementation of this Addendum, the Data Controller hereby authorises the Data Processor to engage those Sub- Processors set out in Schedule 2 (Authorised Sub-Processors).

6. Data Subject Rights

6.1 The Data Processor shall without undue delay, and in any case within two (2) working days, notify the Data Controller if it receives a request from a data subject under any Data Protection Laws in respect of Personal Data, including requests by a data subject to exercise rights in chapter 3 of the UK GDPR, and shall provide full details of that request.

6.2 The Data Processor shall co-operate as reasonably requested by the Data Controller to enable the Data Controller to comply with any exercise of rights by a data subject under any Data Protection Laws in respect of Personal Data and to comply with any assessment, enquiry, notice or investigation under any Data Protection Laws in respect of Personal Data or the Main Agreement, which shall include:

6.2.1 the provision of all information reasonably requested by the Data Controller within any reasonable timescale specified by the Data Controller in each case, including full details and copies of the complaint, communication or request and any Personal Data it holds in relation to a data subject;

6.2.2 where applicable, providing such assistance as is reasonably requested by the Data Controller to enable the Data Controller to comply with the relevant request within the timescales prescribed by Data Protection Laws; and

6.2.3 implementing any additional technical and organisational measures as may be reasonably required by the Data Controller to allow the Data Controller to respond effectively to relevant complaints, communications or requests.

7. Personal Data Breach

7.1 In the case of a personal data breach, the Data Processor shall, without undue delay, notify the personal data breach to the Data Controller providing the Data Controller with sufficient information which allows the Data Controller to meet any obligations to report a personal data breach under Data Protection Laws. Such notification shall as a minimum:

7.1.1 describe the nature of the personal data breach, the categories and numbers of data subjects concerned, and the categories and numbers of Personal Data records concerned;

7.1.2 communicate the name and contact details of the Data Processor's data protection officer or other relevant contact from whom more information may be obtained;

7.1.3 describe the likely consequences of the personal data breach; and

7.1.4 describe the measures taken or proposed to be taken to address the data breach, including, where appropriate, measures to mitigate its possible adverse effects.

7.2 The Data Processor shall fully co-operate with the Data Controller and take

such reasonable steps as are directed by the Data Controller to assist in the investigation, mitigation and remediation of each personal data breach, in order to enable the Data Controller to:

(i) perform a thorough investigation into the personal data breach; and

(ii) formulate a correct response and to take suitable further steps in respect of the personal data breach in order to meet any requirement under Data Protection Laws.

7.3 The parties agree to coordinate and cooperate in good faith on developing the content of any related public statements or any required notices for the affected persons. The Data Processor shall not inform any third party without first obtaining the Data Controller's prior written consent, unless notification is required by law to which the Data Processor is subject, in which case the Data Processor shall, to the extent permitted by such law, inform the Data Controller of that legal requirement, provide a copy of the proposed notification and consider any comments made by the Data Controller before notifying the personal data breach.

8. Data Protection Impact Assessment and Prior Consultation

8.1 The Data Processor shall, at the Data Controller's request, provide reasonable assistance to the Data Controller with any data protection impact assessments and any consultations with any Supervisory Authority of the Data Controller as may be required in relation to the processing of Personal Data by the Data Processor on behalf of the Data Controller.

9. Deletion or return of Association Personal Data

9.1 The Data Processor shall promptly and in any event within 90 (ninety) calendar days of the earlier of:

(i) cessation of processing of Personal Data by the Data Processor; or

(ii) termination of the Main Agreement, at the choice of the Data Controller either return all Personal Data to the Data Controller or securely dispose of Personal Data (and thereafter promptly delete all existing copies of it)

except to the extent that any applicable law requires the Data Processor to store such Personal Data.

10. Audit rights

10.1 Subject to sections 10.2 and 10.3, the Processor shall make available to the Association on request all information necessary to demonstrate compliance with this Addendum and Data Protection Laws, and shall allow for and contribute to audits, including inspections, by the Association or an auditor mandated by the Association of any premises where the processing of Personal Data takes place..

10.2 The Data Processor shall permit the Data Controller or another auditor mandated by the Data Controller during normal working hours and on reasonable prior notice to inspect, audit and copy any relevant records,

processes and systems in order that the Data Controller may satisfy itself that the provisions of Data Protection Laws and this Addendum are being complied with.

10.3 The Data Processor shall provide full co-operation to the Data Controller in respect of any such audit and shall at the request of the Data Controller, provide the Data Controller with evidence of compliance with its obligations under this Addendum and Data Protection Laws.

11. International Transfers of Data Controller Personal Data

11.1 The Data Processor shall not (permanently or temporarily) process the Personal Data nor permit any Authorised Sub- Processor to (permanently or temporarily) process the Personal Data in a country outside of the UK without an adequate level of protection, other than in respect of those recipients in such countries listed in Schedule 3 (Authorised Transfers of Personal Data), unless authorised in writing by the Data Controller in advance.

11.2 When requested by the Data Controller, the Data Processor shall promptly enter into (or procure that any relevant Sub- Processor of the Data Processor enters into) an agreement with the Data Controller on Standard Contractual Clauses and/or such variation as Data Protection Laws might require, in respect of any processing of Personal Data in a country outside of the UK without an adequate level of protection.

12. Liability

12.1 The disclaimers and limitations of liability set out under the Main Agreement shall apply also to this Addendum.

13. Miscellaneous

13.1 Any obligation imposed on the Data Processor under this Addendum in relation to the processing of Personal Data shall survive any termination or expiration of the Main Agreement.

13.2 With regard to the subject matter of this Addendum, in the event of any conflict or inconsistency between any provision of the Main Agreement and any provision of this Addendum, the provision of this Addendum shall prevail. In the event of any conflict or inconsistency between the Main Agreement or this Addendum and an International Data Transfer Agreement or an International Data Transfer Addendum and / or Standard Contractual Clauses, the latter shall prevail.

IN WITNESS WHEREOF, this Addendum is entered into and becomes a binding part of the Principal Agreement with effect from the date first set out above.

On behalf of the Association
at

on

by

Print Full Name	Director/Secretary/Authorised Signatory

before this witness

Print Full Name	Witness

Address

On behalf of the Processor
at

on
by

Print Full Name	Director/Secretary/Authorised Signatory

before this witness

Print Full Name	Witness

Address

Appendix 7

Data Retention Table

The table below sets out retention periods for Personal Data held and processed by the Association. It is intended to be used as a guide only. The Association recognises that not all Personal Data can be processed and retained for the same duration, and retention will depend on the individual circumstances relative to the Data Subject whose Personal Data is stored.

Type of record	Suggested retention time
Membership records	5 years after last contact
Personal files including training records and notes of disciplinary and grievance hearings	5 years to cover the time limit for bringing any civil legal action, including national minimum wage claims and contractual claims
Redundancy details, calculations of payments, refunds, notification to the Secretary of State	6 years from the date of the redundancy
Application forms, interview notes	Minimum 6 months to a year from date of interviews. Successful applicants' documents should be transferred to personal file.
Documents proving the right to work in the UK	2 years after employment ceases.
Facts relating to redundancies	6 years if less than 20 redundancies. 12 years if 20 or more redundancies.
Payroll	3 years after the end of the tax year they relate to
Income tax, NI returns, correspondence with tax office	At least 3 years after the end of the tax year they relate to
Retirement benefits schemes – notifiable events, e.g. relating to incapacity	6 years from end of the scheme year in which the event took place
Pensioners records	12 years after the benefit ceases
Statutory maternity/paternity and adoption pay records, calculations, certificates (MAT 1Bs) or other medical evidence	3 years after the end of the tax year to which they relate
Parental Leave	18 years
Statutory Sick Pay records, calculations, certificates, self-certificates	3 years
Wages/salary records, expenses, bonuses	6 years
Records relating to working time	2 years from the date they were made
Accident books and records and reports of accidents	3 years after the date of the last entry
Health and Safety assessments and	Permanently

records of consultations with safety representatives and committee	
Health records	During employment and 3 years thereafter if reason for termination of employment is connected to health
Board Members Documents	5 years after cessation of membership
Documents relation to successful tenders	5 years after end of contract
Documents relating to unsuccessful form of tender	5 years after notification
Applicants for accommodation	5 years
Housing Benefits Notifications	Duration of Tenancy
Tenancy files	Duration of Tenancy
Former tenants' files (key info)	5 years
Third Party documents re care plans	Duration of Tenancy
Records re offenders. Ex-offenders (sex offender register)	Duration of Tenancy
Lease documents	5 years after lease termination
ASB case files	5 years/end of legal action
Board meetings/residents' meetings	1 year
Minute of factoring meetings	Duration of appointment

Appendix 8

B U I D H E A N N T I G H E A D A S L O C H A I L L S E A G U S A N
E I L E I N S G I T H E A N A I C H L T D
L O C H A L S H A N D S K Y E H O U S I N G A S S O C I A T I O N

LSHA DATA AUDIT FORM

1.	Description of the document	
2.	Paper and/or Electronic (also think about emails)	
3.	Where does the data come from?	
4.	Why are we collecting it?	
5.	Do we have consent to collect it?	
6.	Where is the data held?	
7.	Where does it go around the Association?	
8.	Who has access to the data? (Job Titles, Service departments, All Staff)	
9.	How sensitive is the data (personal, sensitive, anonymous)?	
10.	What 3rd parties is it shared with? How is it transferred (eg phone, letter, e-mail)?	

Appendix 9

Energy Advice Service Privacy Notice

Reliance on Information

The Lochalsh & Skye Housing Association Energy Advice Service aims to improve the delivery of affordable warmth to homes in Skye and Lochalsh and elsewhere.

Work carried out by our Energy Advice Service is generally provided free of charge and for general information only. If a service has a fee – such as an Energy Performance Certificate or a Green Deal Advice Report you will be notified of the costs in advance.

Our trained Energy Advisors endeavor to keep information and advice up to date and correct, however, Lochalsh and Skye Housing Association (LSHA) does not give any warranties or representations of any kind that the information or advice provided through our Energy Advice Service is complete, accurate, reliable or suitable for your use. Any reliance you place on information provided by or through us is strictly at your own risk and we cannot be held responsible for any decisions made in reliance on the information or advice provided.

Date Protection Statement and Confidentiality – GDPR Privacy Notice (How we use your personal information)

The Energy Advice Service is one of a number of Services provided by Lochalsh & Skye Housing Association (LSHA). LSHA takes the issue of security and data protection very seriously and strictly adheres to guidelines published in the UK GDPR and the Data Protection Act 2018 and the Data (Use and Access) Act 2025, together with any domestic laws subsequently enacted. LSHA is registered as a Data Controller with the Office of the Information Commissioner under registration number Z6024339 and is the data controller of any personal data that you provide to the Energy Advice Service. Our Data Protection Officer is RGDP LLP. Any questions relating to this notice and our privacy practices should be sent to Info@LSHA.co.uk or addressed to our office.

How the Energy Advice Service collects information from you and what information we collect

The Energy Advice Service may collect some or all of the following information about you

- Name, Address, Telephone Number. E-mail address
- Copies of energy bills showing your name and address and energy consumption and unit rates

We may also take photographs and thermal images of your property to help us diagnose its affordable warmth performance and energy efficiency – this can include photographing electricity meters, heating systems, ventilation systems, insulation levels and other shots of the fabric.

We collect this information to allow us to provide you with advice on affordable warmth delivery and the energy efficiency of your home. This will take the form of surveys, reports, correspondence and follow up consultations where appropriate, that aims to help you save household energy and improve the delivery of affordable warmth in your home. We will not share your data or any personally identifying features of your home with a third party though you should note that all Energy Performance Certificates are published and available for anyone to consult on the Scottish EPC Register (the EPC however only shows the address of the property and its energy efficiency and does not have any details of the occupants of a property).

We gather data from all of our individual home visits to help us carry out research and statistical analysis into the affordable warmth delivery of housing and community buildings in Skye, Lochalsh and Raasay and the Scottish Highlands. We do not identify any individual households in any published report and no personally identifying data is shared with a third party. No personally identifying data about you or your household energy costs will be published in the public domain and our advisors will treat your personal household data in confidence. All households are anonymized for any publication purpose.

Your Rights

You have the right at any time to request to exercise your data subjects' rights in relation to the following:

- The right to be informed
- The right of access
- The right to rectification
- The right to be forgotten
- The right to restrict processing
- The right to data portability
- The right to object to processing ,including the right to object to direct marketing.
- Rights in relation to automated decision making and profilingYou may exercise your rights in person, by phone, email or letter, please note that we may ask you for appropriate identification documents to verify who you are.

If you wish to exercise your rights, you can:

- Email us: info@LHSA.co.uk
- Phone: 01478 612035
- Speak to one of our members of staff
- Write to Lochalsh and Skye Housing Association, Morrison House, Bayfield, Portree, Isle of Skye, IV51 9EW

You should note that not all rights under the UK GDPR and Data Protection Act 2018 are not absolute and are subject to qualification

Queries and Complaints

If you are not satisfied with our handling of your request or have any other data protection related issue, in the first instance, you have the right to contact us with your complaint so that we can investigate, any complaints should be marked 'GDPR Complaint' and should be sent to the DPO at info@LSHA.co.uk

If you still remain unsatisfied after your complain has been processed by us, you also have the right to complain to the Information Commission in relation to our use of your information. The Information Commission contact details are noted below: The Information Commissioner's Office Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF Telephone: 0303 123 1113 Website: https://ico.org.uk/make-a-complaint/

The accuracy of your information is important to us - please help us keep our records updated by informing us of any changes to your email address and other contact details

Switching and Onward Referral

We may assist you to identify cheaper electricity tariffs or advice on the most appropriate meter type for your home, but any decision taken to switch supplier will be the household's sole decision. In addition we may advise that you seek further information and support from Home Energy Scotland, but we take no responsibility for decisions you make after consulting them or any other third party. We will not disclose your information to any third party.

TO CONTACT US

LOCHALSH AND SKYE ENERGY ADVICE SERVICE
Lochalsh and Skye Housing Association
Morrison House
Bayfield
Portree
IV51 9EW

TELEPHONE	**01478 612035**
E-MAIL	**energyadvice@lsha.co.uk**