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# LINCOLN CITY SUPPORTERS' SOCIETY LIMITED
# Handbook of Data Protection Procedures

## GLOSSARY

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| Club | Lincoln City Football Club Company Limited |
| DPP | Data Protection Policy |
| PN | Privacy Notice |
| Society | Lincoln City Supporters' Society Limited (commonly known as "Red Imps Community Trust") |

*Approved by the Trust Board on 09/04/25 and amended by Trust Board on 12/11/25*

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# 1) Introduction

1. This document has been adopted pursuant to a resolution of the Society at a Board Meeting held on 9th April 2025 in accordance with the Society Rules and will be published on the Society's website.

2. The Society has published on its website a DPP, which is reviewed regularly. In accordance with Section 3(o) of that DPP, this Handbook specifies the procedures to be followed by the Society's Board Members and Officers to uphold the DPP.

3. The Society may from time to time collect and use data in ways not covered here. In those cases, it will ensure that the DPP is upheld.

# 2) Responsibility

1. The Role Descriptions of all the Society's Board Members and Officers require them to comply with (a) the DPP and (b) this Handbook. Those obligations are reinforced in the Society's Board Membership & Conduct Policy. Any breaches may be sanctioned under the Society's Discipline Policy.
2. Appropriate and timely training and guidance is provided during the induction process and thereafter, to ensure that all the Society's Board Members and

Officers are aware of (a) their data protection responsibilities, (b) the reasons for those responsibilities being in place, (c) the consequences of any breach and (d) the skills and resources required to undertake those responsibilities.

3. Expert guidance is also available to the Society's Board Members and Officers, to assist them in complying with their responsibilities, including on the websites of:-
   a. the Information Commissioner's Office, covering all data protection matters;
   b. Co-operatives UK Limited, which has a particular focus on organisations (such as the Society) registered under the Co-operative and Community Benefit Societies Act 2014;
   c. The Football Supporters' Association, which has a particular focus on Supporters' Trusts, such as the Society;
   d. The Football Association Limited, which offers specialist advice on the safeguarding in football settings of both adults at risk of harm and children.
4. All the Society's Board Members and Officers are regularly reminded in discussions and at meetings of their data protection responsibilities.

# 3) Privacy Notice

The Society publishes a PN on its website, with hard copies being provided on request to members and third parties. The PN explains:-

1. how the Society can be contacted;
2. the types of personal information that it collects;
3. how and why it collects that personal information;
4. with whom and why that personal information is shared;
5. the legal grounds on which it relies for processing that personal information;
6. how and where it stores that personal information;
7. how long it keeps that personal information;
8. how it disposes of that personal information;
9. the data protection rights of individuals; and
10. how complaints can be made.

# 4) Protecting People's Rights and Privacy

1. The Society will:-
   a. maintain a list of members and their contact details, which will include data received via email by the Society's Membership Secretary from the Club in a password-protected Microsoft Excel spreadsheet, pursuant to a Data Sharing Agreement between the Club and the Society, with the relevant password being notified by the Club to the Society's Membership Secretary in a separate communication;
   b. use the services of a cloud-based file management services provider to store that list;
   c. use that list only in the ways explained in the PN; and
   d. confirm in every mailing the action that recipients should take if they would like their details to be removed from that list.
2. Subject to the exceptions detailed below for communications within the Society's Board of Directors, committees, sub-committees and working groups, the recipients of emails sent on behalf of the Society by Board Members and Officers must only be able to see the email addresses of the sender and of the

individual recipient concerned: no other email addresses must be visible to the recipient.

3. The Society's constitution requires the election of a Board of Directors, which may appoint committees and sub-committees, with the formation of working groups also being possible. In order to operate effectively, members of the Board, committees, sub-committees and working groups need to be in contact with one another. Accordingly:-
   a. the personal mobile phone numbers of all members of those bodies may be displayed visibly in WhatsApp groups for their internal communications; and
   b. personal email addresses of all members of those bodies may also be copied visibly in emails to other members of the same body.

   Such contact details must however never be shared outside the relevant body (including to the Football Supporters' Association) or used for any other purpose without explicit consent, unless legally required to do so, and therefore the "blind copy" email facility must always be used to conceal from external parties the personal email address of everyone else to whom a message is copied.
4. If the roles of members of the Board, committees, sub-committees and working groups require them to correspond on behalf of the Society more than minimally with external parties, they will be allocated a "@redimpstrust.co.uk" email address, which must be used for all such correspondence.
5. Unless explicit consent has been given, anyone leaving the Board, a committee, a sub-committee or a working group must delete all records of contact details for the remaining members of that body and vice versa.

## 5) Recording purposes for collecting, storing and using data

1. The Society's purposes for collecting, storing and using data are explained in the PN.
2. When the Society relies on an individual's explicit consent to collect, store and use data, it will keep a record of such consent, which must be actively given by ticking a box or signing a relevant document. The Society will not rely on assumed consent, just because somebody has not said anything, nor will it rely on pre-ticked boxes. If, in exceptional circumstances, consent is obtained orally:-
   a. the person to who the oral consent is given must make a written note of the conversation and confirm it electronically (i) to the appropriate Society Board Member or Officer and (ii), if possible, to the person who gave the consent;
   b. an explanation of how the information will be used, stored and deleted must still be provided orally and, if possible, electronically to the person who gave the consent.
3. There will be occasions when the Society relies on its legitimate interests to collect, store and use data, without relying on a contractual obligation or on an individual's consent or on a legal obligation. Such cases will arise when there is a need to collect, store and use data in ways that could reasonably be expected, provided that there is a minimal privacy impact, or when there is a compelling justification for doing so, especially to enable the Society to deliver the services that should be provided in accordance with its constitution, for the benefit of both members and the wider community. Nobody with a particular need for protection (e.g. service personnel, police and prison officers, those at risk of domestic violence, witnesses at risk of physical harm or intimidation or offenders at risk from vigilantes, etc.) or who is likely to be embarrassed by the unauthorised release of information is identifiable solely from the data held by the Society. The Society does not collect any special categories of personal data (as defined in the PN) that is more sensitive and private, warranting greater

protection. The impact on people of data actually held by the Society (as described in the PN) is likely to be small and positive. Individuals are not likely to find it objectionable or intrusive. The Society therefore considers that individuals' interests do not override its legitimate interests. Individuals can always instruct it to delete their data if they would like it to do so and it will then comply with that request.

## 6) Ensuring that people know how to exercise their rights to access, rectify, erase or transfer their data or to object to or restrict its processing

1. The legal rights concerned are publicised in the PN that is published on the Society's website, with hard copies being provided on request to members and third parties.
2. People seeking to exercise those legal rights do not have to quote them precisely, nor do they have to use any particular form or contact any particular person. Accordingly, requests might be received in any way (e.g. orally or by email or by social media or by letter) by any Society Board Member or Officer.
3. All requests received by Society Board Members or Officers other than the Secretary must be passed on to the Secretary promptly, to enable the Secretary to take the actions outlined in Section 7 below within the specified timescales.

## 7) Actions whenever people exercise their rights to access, rectify, erase or transfer their data or object to or restrict its processing

1. If appropriate, the Society Secretary will ask for further information to verify that the person making the request is identified as being a genuine member or third party entitled to make the request concerned.
2. Without undue delay and in any event within 28 days of the Society's receipt of the request, the Society Secretary will take the action required to give effect to the rights exercised.

## 8) Keeping data up-to-date and accurate

1. Information will not be kept on an ad hoc basis.
2. If a Society Board Member or Officer gains some information in that capacity, the data belongs to the Society. It must be passed to the Society's Secretary (or, if appropriate, Membership Secretary) as soon as possible and deleted from the private telephone or address book of the Society Board Member or Officer concerned. The data does not belong to the Society Board Member or Officer personally and it should not be used for personal reasons without explicit consent.
3. Data will be updated promptly to maintain accuracy.
4. Data will be deleted promptly if known to be inaccurate, e.g. post being returned undelivered, as the recipient has moved away without leaving a forwarding address, or emails bouncing back because an address is no longer in use.

## 9) Storing data securely

1. Data will be secured securely.
2. Data stored in hard copy form will:-
   a. only be kept in buildings that are locked when the user is absent;
   b. be transferred within 28 days to any appropriate electronic record;
   c. be shredded within 28 days of no longer being required or of someone asking for their data to be deleted.
3. The Society does not have a computer network and therefore a firewall and the scanning of inbound traffic are not required. Electronic data will:-
   a. only be kept in the password-protected devices, with the password(s) known only to the people specifically authorised by the Board (whose identities for the time being are confirmed in the Schedule below) and with the password(s) being changed whenever there are any changes of authorised personnel;
   b. only be kept and accessed on devices that have up-to-date software to protect them from malware and viruses;
   c. not be kept or accessed on devices that might be accessed by anyone who has not been authorised by the Board to have such access, including computers available to the general public and work devices of authorised persons that might be monitored by their employers;
   d. be deleted permanently (including backup copies) when no longer required or when someone has asked for their data to be deleted.
4. User and administrator accounts will be removed or disabled within 24 hours of them no longer being required.
5. All passwords for each authorised user (as listed in the Schedule below) must be strong. Strong passwords (a) contain 10-12 characters, (b) combine uppercase and lowercase letters, numbers and symbols and (c) do not include common words or names.
6. Whenever available, two factor authentication solutions must be used.

## 10) Safeguarding adults at risk of harm and children

1. The Society always starts with the assumption that everyone has the right to make their own decisions about their lives and therefore it will always correspond directly with them and them alone. That assumption will however not apply in the circumstances detailed below when, in order to safeguard the individual concerned and to minimise the risk of concerns being raised about the conduct of the Society's Board Members and Officers, correspondence might be sent or copied to appropriate third parties. In such cases, reasonable efforts will be made to verify the circumstances and to establish that the third party concerned is an appropriate person to receive the correspondence.
2. Under the UK General Data Protection Regulation, only children aged 13 years and over may lawfully provide their own consent for the processing of their data: an adult with parental responsibility must provide consent for processing if a child is under 13. The Football Association has also issued guidance about safeguarding everyone who is under 18 years of age. Accordingly:-
   a. all correspondence with anyone who is under 13 years of age must only be addressed to them through an adult with parental responsibility for them, with copies not being sent to the child concerned; and

   b. all correspondence with anyone who is between 13 and 17 years of age must be sent to the child concerned, with copies also being sent to an adult with parental responsibility for them.
3. If the Society is aware that an official body has determined that anyone who is at least 18 years of age has lost mental capacity, all correspondence with that adult must be addressed to them through:-
   a. any appointee appointed by the Department for Work and Pensions; or
   b. any attorney acting under an Enduring or Lasting Power of Attorney that has been registered with the Office of the Public Guardian; or
   c. any deputy appointed by the Court of Protection.
4. If the Society is aware (in the absence of any determination by an official body of a loss of mental capacity) that anyone who is at least 18 years of age is at risk of harm because they are in need of community care services by reason of mental or other disability, age or illness or unable to care for themselves or unable to protect themselves from significant harm or exploitation, it must engage with the person concerned and assess on a case-by-case basis whether they should be safeguarded by sending or copying all correspondence to an appropriate third party.

## 11) Sharing data

1. The DPP specifies the circumstances in which data may be shared with third parties, with more details being provided in the PN.
2. External service providers with which the Society may share data are listed in the Schedule below, along with the identities of the Board Members or Officers authorised to access the data concerned. For each provider, authority for such access must be granted at all times to at least two Board Members or Officers, in order to ensure continuity of data access in the event of the incapacity or death of any one Board Member or Officer.
3. From time to time, individual members or other parties seek assistance from the Society in connection with various issues and, in providing such assistance, personal details may have to be shared with the Club or other third parties. The Society will request explicit consent before sharing such personal details.

## 12) Using the services of non-UK organisations

1. The DPP and the PN specify the circumstances in which the services of organisations based outside the United Kingdom may be used. For those purposes, data protection provisions are considered to be equivalent to or to exceed the protections afforded within the United Kingdom if the website of the service provider states that either:-
   a. there is a contract incorporating standard contractual clauses (sometimes known as “model contract clauses”) approved by the United Kingdom and by the European Commission; or
   b. they are covered by a United Kingdom Adequacy Regulation, which is a finding that the legal framework in the relevant country provides adequate protection for individuals’ rights and freedoms for their personal data.
2. Details of the provisions currently relied upon by the Society when using external services providers are given in the Schedule below.

# 13) Dealing with data breaches

1. Data breaches can occur in many ways, such as:-
   a. theft, loss or incorrect disposal of hard copy records;
   b. theft, loss or abandonment of devices on which electronic records are held;
   c. malicious unauthorised access to a device storing data, whether remotely (e.g. by hacking) or physically (e.g. by a visitor to the home of a Society Board Member or Officer or while a device is being repaired);
   d. human error (e.g. sending personal information to the wrong recipient by mistake or by accidentally sending an email displaying the email addresses of third parties).
2. If there has been a data breach:-
   a. immediate steps must be taken to retrieve the data and to reduce the impact of disclosure, e.g. if someone's details have been emailed accidentally to the wrong person, the recipient must be requested to delete all the information;
   b. urgent consideration must be given to whether the breach is likely to endanger anybody's freedoms or rights, in which case the matter must be reported to (i) the individuals affected without undue delay and (ii) the Information Commissioner's Office within 72 hours of the breach coming to light;
   c. the matter must be reported at the next Society Board Meeting and recorded in its minutes, along with any action considered necessary to avoid any future repetition, e.g. a new procedure might be minuted as being considered appropriate to avoid the risk of a child sending a meaningless email to a contact while playing with a Society Board Member's mobile phone, even though nobody's freedoms and rights have been risked and the matter does not need to be reported externally.

# 14) Handbook Reviews

1. Appropriate updates to this Handbook must be approved by the Society Board whenever required (including in particular whenever changes are made to any of the suppliers and authorised personnel named in the Schedule below) and not merely when the DPP is reviewed in accordance with its terms.
2. The latest version of this Handbook must be published on the Society's website promptly following all such reviews.
3. In view of the frequency with which this Handbook is likely to be amended by the Society's Board as outlined above, it will not be submitted for ratification by the Society at Annual General Meetings.

## Schedule

Abbreviations Used In Table on Page 9

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|---|---|
| A-JS = Amanda-Jane Slater | AP = Andy Porter |
| AR = United Kingdom Adequacy Regulation * | CB = Chris Baldam |
| EC = Emma Crellin | IH = Ian Hodgson |
| JL = Jim Lammin | JW = John Wilson |
| RB = Rob Bradley | RL = Rick Lalka |
| SCC = Model Contract Clauses * | SF = Steve Freestone |
| ST= Steve Tointon | TaB = Tamyra Beeston |
| ToB = Tony Beeston | UK = UK Data Protections |
| * = see Section 12 above | |

| **Service Provider** | **Service Description** | **Provider's Location** | **Data Protections** | **Authorised Access** |
|---|---|---|---|---|
| Automattic Inc | WordPress RICT Main Website | USA | SCC | SF, EC & AP |
| Automattic Inc | "@redimpstrust.co.uk" Email Domain | USA | SCC | SF |
| Bluesky Public Benefit Corporation | Bluesky Social Media Platform | USA | SCC | RL, TaB & ToB |
| eBay Inc. | E-Commerce Platform | USA | SCC | SF |
| Freethought Internet Limited | RICT Museum Website | England & Wales | UK | SF |
| Google LLC | Google Drive Cloud-Based File Management System excluding Membership List | USA | SCC | SF, IH & AP |
| Google LLC | Google Drive Cloud-Based File Management System - Membership List only | USA | SCC | SF & IH |
| Google LLC | YouTube Social Media Platform | USA | SCC | SF |
| LinkedIn Corporation | Professional social media network | USA | SCC | A-JS & CB |
| Meta Platforms Inc | Facebook, Instagram and Threads Social Media Platforms | USA | SCC | SF, TaB & ToB |
| PayPal UK Limited | Online Payments Facility | England & Wales | UK | SF |
| Sendinblue SAS | Brevo Mailshot Facility | France | MCC | SF |
| SumUp Payments Limited | Credit/Debit Card Receipt Facility | England & Wales | UK | ST |
| The Co-operative Bank PLC | Bank Signatories | England & Wales | UK | JL, ST & JW |
| The Co-operative Bank PLC | Bank Online View | England & Wales | UK | ST |
| TSB Bank PLC | Bank Signatories | Scotland | UK | CB, RB & ST |
| TSB Bank PLC | Bank Online View | Scotland | UK | ST |
| WhatsApp LLC | Messaging | USA | SCC | RB, EC & SF |
| Twitter International Unlimited Company | "X" Social Media Platform | Ireland | SCC | SF, TaB & ToB |
| Zoom Communications Inc | Virtual Meetings | USA | SCC | SF |