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## Privacy Policy

Hamilton Mayday Ltd (“the Company”, “we”, “us”, “our”) is a recruitment business which provides work-finding services to its clients and work-seekers. We must process personal data (including sensitive personal data) so that it can provide these services – in doing so, we act as a data controller, committed to protecting and respecting your privacy.

We will ensure that the information you submit to us via [www.hamiltonmayday.co.uk](http://www.hamiltonmayday.co.uk) “the Website”, through any of our offices, online registration, computer App or any other means is only used for the purposes set out hereafter and our policy explains how we will do this. This Policy (together with other documents referred to herein) describes what personal information we collect from you and how we process your personal information.

### What information do we collect and how do we use it?

1. We may collect personal information on your visits to the Website including, but not limited to, the full Uniform Resource Locations (URL) clickstream to, through and from our sites (including date and time); data you viewed or searched for; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page.
2. We will collect any information you provide to us when you use our contact forms. The provision of your personal information via our contact forms is not a statutory or contractual requirement; however, please note that any fields marked with an asterisk (\*) are mandatory fields, because we need this information to comply with or respond to your request, or to improve your future experiences with us and our Website. Other information or personal information you share with us when completing our contact forms is at your sole discretion. If you contact us, we will keep a record of that correspondence.
3. Fields we may request include but are not limited to: your name, contact details, and other relevant information from your CV. On occasions this may also include sensitive personal information such as details of criminal convictions and ethnic origin. This information is held, used and disclosed by us as follows:
  - a to provide our services to you;
  - b to maintain our business relationship, where you are a user of our website, a client or candidate;
  - c to enable you to submit your CV for general applications, to apply for specific jobs or to subscribe to our job alerts. Please see the separate section on your CV below which outlines additional uses and disclosures;

- d to match your details with job vacancies, to assist us in finding a position that is most suitable for you and to send your personal information (including sensitive personal information) to clients in order to apply for jobs;
  - e to answer your enquiries;
  - f to fulfil contractual obligations with our clients
  - g where you are registered as a candidate on our database in the UK, we will notify you in the event we wish to transfer your data in order to explore job opportunities for you outside the European Economic Area (EEA) and we will give you the opportunity to withhold your consent to such transfer;
  - h shared but not sold to trusted third parties where we have retained them to provide services that you or our clients have requested, such as reference, qualification and criminal reference checking services (as required), verification of the details you have provided from third party sources, psychometric evaluations or skills tests. These third parties comply with similar and equally stringent undertakings of privacy and confidentiality as the Company;
  - i shared but not sold to third parties who perform functions on our behalf and who also provide services to us, such as professional advisors, IT consultants carrying out testing and development work on our business technology systems, research and mailing houses and function coordinators. These third parties comply with the EU General Data Protection Regulation (Regulation (EU) 2016/679) (GDPR);
  - j if the Company or its business merges with or is acquired by another business or company, we may share personal information with the new owners of the business or company and their advisors and if this happens, you will be sent notice of such event;
  - k we may also release personal information to regulatory or law enforcement agencies, if they require us to do so. We will also disclose your information where we are permitted and requested to do so by law; and
  - l we may also seek your consent to collect, hold, use and disclose your personal information for any other purpose not listed above.
  - m our website may also use a website recording service which can record mouse clicks, mouse movements, page scrolling and any text keyed into website forms. Data collected by this service is used to improve our website usability. The information collected is stored and is used for aggregated and statistical reporting, and is not shared with anybody else.
- 4 We may also store cookies which can inform the web site what pages you visit, and your preferences, which enable web sites to provide you with a more personalised service. You can set your browser to refuse cookies, or to warn you before accepting them.
- 5 Our Website collects and may share information with third parties such as Job Boards.

## **General Data Protection Regulation**

All personal data is stored securely in accordance with the EU General Data Protection Regulation (Regulation (EU) 2016/679) (GDPR). Under the GDPR we will ensure that your personal data is processed lawfully, fairly, and transparently, without adversely affecting your rights. We will only process your personal data if at least one of the following bases applies:

- It is necessary for the purposes of our legitimate interests, except where such interests are overridden by the interests or fundamental rights or freedoms of yourself which require protection of personal data; or
- In some cases, it is necessary to meet our legal or regulatory responsibilities, such as disclosures to authorities, regulators or government bodies; or
- It is necessary for the performance of a contract to which you are a party or in order to take steps at the request of yourself prior to entering into a contract; or
- In limited circumstances, it is processed with your consent which we obtain from you from time to time, such as if you opt-in to receive marketing communications and news, via email and other communication means.

## **Data Retention**

The Company will retain your personal data only for as long as is necessary. Different laws require us to keep different data for different periods of time.

The Conduct of Employment Agencies and Employment Businesses Regulations 2003, require us to keep work-seeker records for at least one year from (a) the date of their creation or (b) after the date on which we last provide you with work-finding services.

We must also keep your payroll records, holiday pay, sick pay and pensions' auto-enrolment records for as long as is legally required by HMRC and associated national minimum wage, social security and tax legislation.

Where the Company has processed your personal and/or sensitive personal data, we will do so in line with our retention policy (see Appendix 1). Upon expiry of that period the Company will seek further consent from you should it wish to extend the period. Where consent is not granted the Company will cease to process your personal data and/or sensitive personal data.

## **Data sharing with 3rd parties**

To facilitate our efficient use of your information, and to provide you with content and/or resources, or to fulfil a request you make of us, we may disclose your information to third parties. However, this disclosure will only occur in the following circumstances:

- To suppliers, contractors and agents: from time to time we may engage or employ other companies and individuals to perform functions on our behalf. Examples include the

hosting and/or maintaining of website content, or the provision of certain features contained on the Website, and the provision of marketing services.

- Such recipients will only have access to your personal information as required by them to perform their functions, and are not permitted to use such personal information for any other purposes. These recipients will be subject to contractual confidentiality and data protection obligations.
- We may share data with other members of the CIP Recruitment Solutions Group (i.e. CIP Recruitment Solutions Ltd, CIP Data Collection Ltd, and Lifeline Recruitment Services Ltd). We may share your data with them so that we can better serve you or, simply, to fulfil your requests (e.g. when you use contact us forms).
- To government or law enforcement authorities if we determine in our sole discretion that we are under a legal obligation to do so.

We do not sell, trade or rent any personal information to others.

## **Transferring your data outside the European Union?**

Your personal information may be transferred and processed in one or more other countries, in or outside the European Union. We shall only transfer your data outside the EU to countries which the European Commission believes offers an adequate level of protection to you, or where the Company has put in place appropriate safeguards to seek to preserve the privacy of your information.

## **Data Security**

Although we will do our best to protect your personal information, you should be aware that the transmission of information via the internet is not completely secure and we cannot guarantee the security of your personal information transmitted to the Website or any third party; for this reason, any transmission is at your own risk. We will use strict operational procedures and adequate, technical and organisational security measures to prevent any unauthorised access, change, deletion or transmission of this personal information.

## **Your rights**

Under the GDPR, you have the following rights:

- **Right to access and obtain a copy of your personal information:** You are entitled to request confirmation where we process any of your personal information. Where this is the case, you may have access to your personal information and to certain information about

how it is processed. In some cases, you can ask us to provide you with an electronic copy of your information.

- **Right to correct your personal information:** If you can demonstrate that personal information we hold about you is not correct, you can ask that this information is updated or otherwise corrected.
- **Right to erasure/have data deleted:** In certain circumstances, you have the right to have any and all of your personal data removed entirely. You may make such a request at any time and the Company will evaluate if your request should be granted, however this right is subject to any legal rights or obligations we may have to retain data. For situations where, in accordance with the law, we determine that your request to have your personal information deleted must be granted, the Company will do so without undue delay.

To exercise your rights, you can contact us at the following address: [website@hamiltonmayday.co.uk](mailto:website@hamiltonmayday.co.uk)

To the extent our processing of your personal information is based on your consent, you also have the right to withdraw your consent at any time. Withdrawal of your consent will not affect the lawfulness of any processing based on your consent before the receipt of such withdrawal.

You can raise any concerns about our processing of your personal information with the Information Commissioners Office - <https://ico.org.uk/concerns/>

## **Marketing communications**

We will only send marketing communications to you via email or other communication means where you have consented that we may do so.

We will usually offer you a check box on the forms we use to collect your personal information where, if you agree to receive marketing communications, you have to click the box. Where we send marketing communications to you via email, you may opt out of receiving any further marketing communications by clicking the 'unsubscribe' or 'opt-out' function in the email. In addition, you may withdraw your consent to our use of your personal information for future marketing mailings, at any time by emailing us at [website@hamiltonmayday.co.uk](mailto:website@hamiltonmayday.co.uk). For other ways to contact us please see our Contact Us page.

We will use all reasonable endeavours to remove your personal information from our marketing mailing list within 5 business days of receipt of your withdrawal of consent

## **Job Alerts**

To subscribe to job alerts emails, you will be required to provide your e-mail address, which will be used for the purpose of keeping you informed, by e-mail, of the latest jobs in your nominated industry and/or will provide you with industry news. Should you decide that you no longer wish to receive this information, unsubscribe links are provided in

every job alert email that you receive. Job alerts can also be received via RSS feeds without having to provide your email address.

## **Security**

A number of other people's web sites have links on our site. If you link to their sites, they may collect information. Such sites are not within our control and are not covered by this privacy statement.

If we believe that your use of the site is unlawful or damaging to others, we reserve the right to disclose the information we have obtained through the site about you to the extent that it is reasonably necessary in our opinion to prevent, remedy or take action in relation to such conduct.

To make the most of the security on our site, we recommend using either Mozilla Firefox, Netscape Navigator® or Microsoft® Internet Explorer™ version 5.0 or higher, all of which enable SSL. We also recommend setting your browser's preferences to accept cookies and enable JavaScript™

## **Interactive Material**

The Company reserves the right, at its sole discretion, to review, edit or delete any material posted by users which the Company deems defamatory, unlawful, threatening, obscene or otherwise objectionable. Notwithstanding the foregoing, the Company expressly disclaims any responsibility or liability for any material communicated by third parties through this web site.

## **Legal Notice**

Your use of this web site hosted by the Company, or its various affiliates or subsidiaries (collectively referred to as "the Company") is subject to the following terms and conditions:

1. All materials on this web site are the copyright of the Company or are reproduced with permission from other copyright owners. All rights are reserved. The materials on this web site may be retrieved and downloaded solely for personal use. No materials may otherwise be copied, modified, published, broadcast or otherwise distributed without the prior written permission of the Company.

2. The Company and/or any other names of products or services provided by the Company and referred to on this web site are either trademarks or registered trademarks of the Company.
3. The Company makes no warranties or representations of any kind concerning the accuracy or suitability of the information contained on this web site for any purpose. All such information is provided "as is" and with specific disclaimer of any warranties of merchantability, fitness for purpose, title and/or non-infringement. the Company makes no warranties or representations of any kind that the services provided by this web site will be uninterrupted, error-free or that the web site or the server that hosts the web site are free from viruses or other forms of harmful computer code. In no event shall the Company, its employees or agents be liable for any direct, indirect or consequential damages resulting from the use of this web site. This exclusion and limitation only applies to the extent permitted by law and is without prejudice to any express provisions to the contrary in any written licence or subscription agreement from the Company in respect of the use of any online service provided via this web site.
4. The Company provides links to other web sites in good faith and for information only. The Company disclaims any responsibility for the materials contained in any web site linked to this site.

## **Changes to this Policy**

We will review this policy in the light of comments we receive so please check the latest version. We shall publish any material changes to this Policy by notices either on this Website or contacting you using other communication channels.



## Appendix 1

DOCUMENT TYPE	RETENTION PERIOD
Work-seeker records including application form/CV, ID checks, terms of engagement (see also below), details of assignments, opt-out notices and interview notes Hirer records including client details, terms of business, assignment/vacancy details	1 year from the last date of providing work-finding services as an Employment Agency or Employment Business (Conduct of Employment Agencies and Employment Businesses Regulations 2003 (Conduct Regulations))
Unsuccessful or unsolicited work-seeker records	1 year after receipt
Terms of engagement with temporary worker and terms of business with clients	6 years in order to deal with any civil action in the form of contractual claim (Limitation Act 1980).
Working time records: <ul style="list-style-type: none"> <li>• 48 hour opt out notice</li> <li>• Annual leave records</li> </ul>	2 years from the time they were created
Annual appraisal/assessment records	1 year from the last date of providing work-finding services
References	The Conduct Regulations require references to be kept for 1 year following the introduction or supply of a work-seeker to a client.
Records held in relation to the Right to Work in the UK	2 years after employment or engagement has ended
Criminal Records Checks/Disclosure & Barring Checks	Up to six months to allow for the consideration and resolution of any disputes or complaints
National Minimum Wage documentation: <ul style="list-style-type: none"> <li>• Total pay by the worker and the hours worked by the worker</li> <li>• Overtime/shift premiums;</li> <li>• Any deduction or payment of accommodation;</li> <li>• Any absences e.g. rest breaks, sick leave, holiday;</li> <li>• Any travel or training during working hours and its length;</li> <li>• Total number of hours in a pay reference period</li> </ul>	For HMRC purposes: 3 years after the end of the pay reference period following the one that the records cover (National Minimum Wage Act 1998) Or 6 years (5 in Scotland) in order to show that we have paid at least national minimum wage rates if a breach of contract claim is brought against us.



Sickness	3 years from the end of the tax year to which it relates
Statutory maternity, paternity, adoption pay	3 years from the end of the tax year to which it relates
Pensions auto-enrolment (including auto-enrolment date, joining date, opt in and opt out notices, contributions paid)	6 years except for opt out notices which will be kept for 4 years.
Gender pay gap reporting	1 year (but the statement must be kept on the Government website and our own website for 3 years).
Payroll Information	3 years from the end of the tax year
ITEPA (the intermediaries legislation) records	Quarterly reports to be kept for no less than 3 years after the end of the tax year to which they relate.
Accident Books/records/ reports	3 years from the date of the last entry