



#### **PRIVACY POLICY**

# For Seraphim Consultancy ™

### 1.0 GDPR COMPLIANCE

### What personal data we collect

At Seraphim Consultancy, we will collect personal data from you in the form of:

- 1.1 Personal contact details: name, home address, telephone number and date of birth.
- 1.2 Email addresses and email interactions.
- 1.3 GP contact details.
- 1.4 Questions, queries, consent forms, feedback forms and questionnaires.
- 1.5 Personal contact details for "sponsors" (as defined in Terms and Conditions).
- 1.6 Information from the introductory MS form.
- 1.7 Internet Protocol (IP) address, and details of web browser version.
- 1.8 Information on how you use the site, using cookies and page tagging techniques.

#### 2.0 ANALYTICS

- 2.1 We may, from time to time, use Google Analytics software to collect information about how you use <a href="https://www.seraphimconsultancy.com">www.seraphimconsultancy.com</a> and this includes IP addresses. The data is anonymised before being used for analytics processing.
- 2.2 Google Analytics processes anonymised information about: the pages you visit on <a href="https://www.seraphimconsultancy.com">www.seraphimconsultancy.com</a>, how long you spend on each page, how you arrived at the site and what you click on while you are visiting the site.
- 2.3 Seraphim Consultancy and its members (as defined in Terms and Conditions) do not store your personal information through Google Analytics.
- 2.4 Seraphim Consultancy will not identify you through analytics information, and we will not combine analytics information with other data sets in a way that would identify who you are.
- 2.6 Like any other website operators, we cannot guarantee that your information will remain secure from unauthorised access. We store information on a two-factor authenticated email, on a password protected personalised computer which is only used my members.
- 2.7 Personal information that members store or transmit to external services in cases of safeguarding referrals, is protected by NHS security two-factor authentication email and data encrypted where appropriate.
- 2.8 Seraphim Consultancy takes no responsibility for data breaches at the client's / sponsor's digital end and if this affects Seraphim Consultancy we may ask for an alternative email address to be utilised for future correspondence.





- 2.9 If clients and sponsors enter into email dialogue with members, they accept the risk that this data may be hacked at either end by external parties. Seraphim Consultancy bears no liability in these cases.
- 2.10 If digital hackers access Seraphim Consultancy's client records, members reserve the right not to pay any ransom unless client data is leaked out onto the web. Clients and sponsors engage with Seraphim Consultancy's digital footprint at their own risk.

# Who we share your data with

- 2.11 Seraphim Consultancy and its members do not share your data with any other party unless this is for safeguarding purposes as referenced in the Terms and Conditions.
- 2.12 Where possible, Seraphim Consultancy will notify clients and/or sponsors of any referrals to third party agencies for safeguarding purposes / safety concerns prior to the referrals being made.
- 2.13 Seraphim Consultancy reserves the right to share any or all consultation notes with professional services (including Social Services / Police / GP / DVLA) if they deem there to be a risk to the client / sponsor or society at large. This is detailed within the Terms and Conditions but members reserve the right not to inform the client of the referral if they believe it will cause an imminent risk escalation to the client or wider family.
- 2.14 Seraphim Consultancy will use Stripe, the secure online platform, for all financial transactions. A link will be emailed to client / sponsor for payment. Seraphim Consultancy accepts no responsibility for any data that Stripe may use or store. This includes but is not limited to: cookies; URL tracking; prevention of fraud; and advertising purposes. Members recommend that clients and sponsors reject cookies and withdraw consent from any third-party storage of data if they do not wish to be utilised by Stripe financial services.

## 3.0 RETAINING DATA

- 3.1 Non-current business data is discarded after 1 year of inactivity.
- 3.2 Data regarding consultations is retained for 7 years following conclusion of consultations or death.
- 3.3 We may retain and use your email address to notify you of any changes to or general information about the services we offer, including costing updates, notification of changes to delivery of service and marketing offers.

#### **4.0 RIGHTS OVER DATA**

- 4.1 You have the right to request information about how your personal data is processed.
- 4.2 You have a right to request a copy of any personal data.
- 4.3 You have a right to have anything inaccurate in your personal data to be corrected immediately.





- 4.4 Notes from any consultations will be saved in Excel on a personal password protected computer which is for the sole use of Seraphim's members. Notes are unlikely to be taken after each session.
- 4.5 Initials are only used to identity clients in this Excel document and only Christian names of client's family members.
- 4.6 Seraphim Consultancy may provide links to external questionnaires and personality tests for the benefit of its clients, but members take no responsibility for any analytics, right over personal data or information stored by these external websites. Undertaking these activities is entirely at the client's and or sponsor's risk and they are responsible for contacting those sites regarding their cookies and analytics.
- 4.7 If referrals are made to GPs / Social Services / Police / DVLA (see Terms and Conditions for details), clients have a right to access this information.
- 4.8 If safeguarding referrals are made, sponsors do not have the right to access these referrals unless permissions are given by the client.
- 4.9 Sponsors do not have the right to access information from clients in the sessions, verbal or written, unless this has been agreed by the client during / after the sessions.

### **5.0 CONTACT**

5.1 Any concerns or questions regarding the above, please contact: team@seraphimconsultancy.com